

2024

COMMUNITY  
HOME HEALTH CARE

Employee  
Handbook



## INTRODUCTION

We have prepared this Employee Handbook to acquaint you with the basic employment policies and practices we follow at Community Home Health Care, (“Community” or the “Company”). This handbook includes general outlines of employment policies, benefits, and rules applicable to employees. You should become familiar with this and refer to it whenever you have questions about policies or benefits. You should also feel free to ask your supervisor or Human Resources (HR) any questions you may have about our practices. You must keep your handbook in a convenient place so that you may add any revisions and additions as they occur, and so that you can refer to it whenever you have any questions. It is your responsibility to keep your handbook up to date.

These policies and procedures should be regarded as internal guidelines. Policies cannot anticipate every situation or cover every possible circumstance. They are not intended to be and do not represent a promise or a contract between you and Community Home Health Care. They do not give rise to legal rights and are subject to change by management at any time.

Community Home Health Care reserves the right to revoke, change, or supplement its policies, procedures, and benefits at any time without prior notice. This handbook supersedes all previously expressed policies, procedures, or statements of benefits (whether or not in writing) to the extent they are inconsistent with this handbook.

This handbook and the policies, procedures, and benefits described herein are not intended as a guarantee of continuity of benefits or rights. Because employment at Community Home Health Care is at-will, no right of employment or employment for any term is intended or may be inferred from any statements in this handbook.

## WELCOME

We want to welcome you as an employee of Community Home Health Care. You are joining a company who prides itself with providing the highest standards of care for our clients. Our large number of energetic and dedicated employees work as a focused team to assist our clients in their time of need.



**Our Passion:** To give people a better life than yesterday

**Our Core Focus:** To provide the best patient care at home, through efficient & effective systems

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## **EMPLOYMENT AT WILL**

Employment at Community is voluntarily entered into for no specific term or period of time. Community has the absolute right to terminate employees at any time, with or without cause, and with or without notice, in its sole discretion. Similarly, employees are free to resign at any time.

Community's relationship with its employees is and always will be one of voluntary employment "at will." Neither these policies nor any other Community document confers any contractual right, either expresses or implied, to remain in Community employ or places any limitations on its right to terminate the employment relationship. Employment for a specific term cannot be guaranteed or promised except according to a specific written agreement. Only the Director of Operations (and no other Community representative) has the authority to enter into any agreement for employment for any specific duration. Moreover, no such agreement shall be enforceable unless in writing and duly executed by the employee and the Director of Operations.

## **EQUAL EMPLOYMENT OPPORTUNITY POLICY**

Community subscribes to a policy of equal opportunity. Community does not discriminate in employment opportunities or practices based on race, color, creed, national origin, religion, age, sex, disability, sexual orientation, reproductive health decisions or, any other characteristic protected by law. This policy governs all aspects of employment, including, but not limited to, recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, layoff, and termination. All employment-related decisions are based solely on relevant criteria including training, experience, and suitability.

Community will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. Any applicant or employee who requires an accommodation to perform the essential functions of the job should contact a Company representative with day-to-day personnel responsibilities and request such an accommodation.

Any employees with questions or concerns about any discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor. Employees may also bring these issues to the attention of senior management, particularly if the supervisor is the problem. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

## **AMERICANS WITH DISABILITIES ACT & REASONABLE ACCOMMODATIONS**

To ensure equal employment opportunities to qualified individuals with a disability, Community will make reasonable accommodations for the known disability of an otherwise qualified individual, unless undue hardship on the operation of the business would result. Employees who may require reasonable accommodation should contact the HR Department.

## **POLICY PROHIBITING WORKPLACE HARASSMENT**

Community is committed to a work environment in which all individuals are treated with respect and dignity, free from all forms of unlawful discrimination. Sexual harassment or harassment based on an employee's race, color, religion, national origin, age, disability, or any other protected characteristic violates the law, has no place in the work environment, and is strictly prohibited. It is Community's policy that every employee has the right to work free of harassment, sexual or otherwise. This policy applies to all persons involved in the operation of Community and prohibits unlawful harassment by all employees, including management.

### **1. Harassment Prohibited**

- a. **Sexual Harassment** - The following conduct constitutes sexual harassment and will not be tolerated:

Any unwelcome sexual advances, request for sexual favors, or other verbal comments, gestures or physical actions of a sexual or otherwise offensive nature, under any of the following circumstances:

- i) Coercing an individual to submit to such conduct as a term or condition of employment. This would include, but not be limited to, explicit or implicit promises, in return for sexual favors, of employment, career advancement or improvement in terms, conditions or benefits of employment (e.g., evaluations, promotion, transfer, training, awards, compensation, assigned duties, etc.).
- ii) Using an individual employee's submission to or rejection of such conduct as the basis for an employment-related decision. This would include, but not be limited to, explicit or implicit threats that the employee's career or any terms, conditions or benefits of employment will be adversely affected if sexual advances or requests for sexual favors are rejected (e.g., non-promotion or transfer, reassignment to a less desirable position/location/work schedule, etc.).
- iii) Unreasonably interfering with an individual employee's work performance or creating an intimidating, hostile, or offensive working environment, whether intentionally or not. Offensive conduct covered by this last category would include, but not be limited to, deliberately provocative behavior, unwelcome sexual flirtations, advances or propositions, abusive language or gestures, overtures or statements of a

sexual nature, unnecessary touching (e.g., patting, pinching, hugging, brushing up against another employee's body), graphic or verbal commentaries about an employee's body, sexually suggestive or explicit jokes, a display in the workplace of sexually suggestive objects or pictures (e.g., calendars), the use of sexually degrading comments, or offensive nonverbal behavior (e.g., leering or staring).

This policy applies equally to men and women, to same- and opposite-sex relationships, to supervisor-subordinate relationships, and to peer relationships. Depending on the extent of Community's exercise of control it may also apply to non-employees, such as vendors and other visitors.

- b. **Harassment** - The following conduct constitutes harassment other than sexual harassment and will not be tolerated.
  - i) Use of ethnic slurs or racial epithets.
  - ii) Telling jokes that may be construed as harassment of others based on their race, national origin, age, disability or religious beliefs.
  - iii) The display of cartoons or other images (including images displayed on computers) that may be construed as harassment of others based on their race, national origin, age, disability or religious beliefs.
- c. Any employee who finds another person's behavior to be offensive and who is comfortable doing so may directly inform such other person that such conduct is offensive to such employee and that it must stop. In any event, employees are required to use the complaint procedure set forth below.

## 2. Fraternalization

Notwithstanding the camaraderie which we encourage, Community frowns upon consenting romantic and/or sexual relationships among employees (particularly among executives, supervisory or management personnel, and other employees). Such relationships, particularly where there is a difference in power between the persons involved, may threaten to erode the general confidence of the staff in the fair application of employment policies to all personnel.

If any employee of Community enters into a consensual relationship that is romantic or sexual in nature with a member of his or her staff (an employee who reports directly or indirectly to him or her), or if one of the parties is in a supervisory capacity in the same department in which the other party works, the parties must notify the Chief People Officer or other appropriate corporate officer. Because of potential issues regarding quid pro quo harassment, Community has made reporting mandatory. This requirement does not apply to employees who do not work in the same department or to parties where neither one supervises or otherwise manages responsibilities over the other. The relationship may not continue while the employees remain working together. The company will make every effort to

locate another appropriate, open position for one party. If no other jobs are available for either party, the parties will have the option of terminating their relationship or resigning.

### **3. Complaints**

Any employee who believes that he or she has been harassed in violation of this policy by any supervisor, management official, other employee, or any other person in connection with employment with Community should follow the procedures outlined below without fear of retaliation and, to the maximum extent possible, with an assurance of confidentiality and discretion consistent with our ability to conduct an investigation of the complaint.

If the complaint has merit, Community will take corrective action. Violators of this policy will be subject to disciplinary action including, but not limited to, counseling the accused, suspension and termination of employment.

### **4. Procedure**

- a. An employee who believes that he or she has been subject to harassment (sexual or otherwise) should report the incident immediately to the Chief People Officer. If that is uncomfortable for the employee, the employee may contact their director or any other member of management. Should an employee notify his/her supervisor or any other member of management of an alleged violation of Community's policy, it shall be the supervisor's or manager's responsibility to notify the Chief People Officer who will assist and/or arrange for an investigation of the complaint. Any reported allegations of harassment will be investigated promptly. The investigation may include individual interviews with the people involved and where necessary, with individuals who may have observed the alleged conduct or may have relevant information. Under no circumstances shall the person responsible for the alleged violation participate in conducting the investigation.
  - i) The question of whether a particular action or incident is prohibited requires a determination based on all of the facts available in the matter. It is incumbent upon the person investigating the complaint to ensure that the alleged incident and the investigatory process is appropriately documented.
- b. Upon completion of the investigation, the matter will be reviewed with appropriate senior management of Community, and a decision will be made regarding appropriate discipline, if any, for the responsible individual and, if appropriate, redress for the aggrieved employee. It is Community's goal to reach the decision as promptly as possible.
- c. Once a decision or decisions have been made in accordance with paragraph (b) above, they shall be communicated to the aggrieved employee and the responsible individual.

### **5. Confidentiality**



Confidentiality will be maintained throughout the investigatory process to an extent that is both practical and appropriate. All records and data assembled in connection with the investigation of the complaint shall be kept separate and apart from the relevant individuals' personnel files. Any record of disciplinary action resulting from a complaint of discrimination or harassment shall be included in the personnel file of the disciplined employee.

Also, to minimize needless rumors and other adverse consequences, any employee bringing a complaint or assisting in the investigation of a complaint should use his or her best efforts to keep the complaint and investigation process strictly confidential except to the extent necessary to pursue the complaint.

#### **6. Protection Against Retaliation**

Retaliation against an individual for reporting harassment or assisting in providing information relevant to a claim of harassment is a serious violation of this policy and will be treated with the same strict discipline as would the harassment itself. Acts of retaliation should be reported immediately and will be promptly investigated.

#### **7. False and Malicious Accusations**

Knowingly false or malicious complaints of harassment, as opposed to complaints which, even if erroneous, are made in good faith, maybe the subject of appropriate disciplinary action, up to and including termination of employment.

### **EMPLOYEE GRIEVANCES**

Employees are encouraged to talk to each other to resolve their problems. When this isn't possible, employees should know how to file a grievance:

1. Communicate informally with their direct supervisor. The supervisor will try to resolve the issue.
2. If an issue is regarding an employee's supervisor, the employee should reach out to the HR department and cooperate with all other procedures.
3. HR department will investigate the matter and will move swiftly to resolve the issue.

### **STANDARDS OF CONDUCT**

All of Community Home Health Care's (the agency) business affairs must be conducted in accordance with federal, state and local laws, professional standards, applicable federally funded health care program regulations and policies, and with honesty, fairness, and integrity. Employees should perform their duties in good faith, in a manner that he or she reasonably believes to be in the best interest of the agency and its patients and with the same care that a reasonably prudent person in the same position would use under similar circumstances. To

further these overall goals, several policies or standards of conduct have been adopted by the agency.

## **Standards**

These Standards of Conduct apply to all employees, including supervisors, managers, directors and administrators. They also apply to temporary and contract employees and where practical to independent contractors doing business with the agency. These Standards are not intended to cover every situation which may be encountered, and employees should comply with all applicable laws and regulations whether or not specifically addressed in the policies.

Questions about the existence, interpretation or application of any law, regulation, policy or standard should be directed, without hesitation, to an employee's supervisor, manager or director or to the HR Director. Because laws, regulations and policies are constantly evolving, these standards will be revised and updated as needed. Revisions will be communicated timely to company employees. Failure to comply with the Standards of Conduct or to conduct business in an honest, ethical, reliable manner can result in civil fines or criminal penalties against the company and its employees or disciplinary action by the company, including termination. Supervisors are responsible for ensuring that their employees receive a copy of these policies and participate in mandatory training related to them.

## **Conflict of Interest**

To perform their duties with honesty and fairness and in the best interest of the agency and employees must avoid conflicts of interest in their employment. Conflicts of interest may arise from having a position or interest in or furnishing managerial or consultative services to any concern or business from which the agency obtains goods or services or with which it competes or does business, from soliciting or accepting gifts, excessive entertainment or gratuities from any person or entity that does or is seeking to do business with the agency and from using agency property for personal or private purposes. Conflicts also may arise in other ways. If an employee has any doubt or any question about any of his or her proposed activities, guidance or advice should be obtained from the HR Director.

## **Confidentiality of Information – Company & Otherwise**

During your employment with Community, you may have access to confidential and proprietary information. This confidential information constitutes a valuable asset of the company, developed over a long period and at substantial expense. As a result, Community requires all employees to sign a confidentiality agreement as a condition of employment. All employees are required to maintain such information in strict confidence.

Should an occasion arise in which you are unsure of your obligations under this policy, it is your responsibility to consult with your supervisor. Failure to comply with this policy could result in disciplinary action, up to and including termination.

A patient's health care record is the property of the agency and shall be maintained to serve the patient, necessary health care providers, the institution, and third-party payors such as Medicaid in accordance with legal, accrediting, and regulatory agency requirements. The information contained in the health care record belongs to the patient, and the patient is entitled to the protection of that information. All patient care information is regarded as confidential and available only to authorized users such as treating or consulting physicians and employees who may be providing patient care and to third party payors to facilitate reimbursement. The operations, activities, business affairs and finances of the agency should also be kept confidential and discussed or made available only to authorized users.

### **Workplace Administrative Searches**

To assist in providing a reliable, efficient and productive workforce for the proper care of patients, to assist in providing employees with a safe working environment, to assist in the effective operation of the Alcohol and Drug Policy, supervisors may conduct unannounced administrative searches of agency premises, offices, work areas, property and equipment and the contents of such property and equipment. No employee should have any expectation of privacy on the agency property or in their offices or work areas, including lockers, desks, cabinets, drawers, shelves or trash cans or folders, envelopes or packages located on agency premises. In addition, searches of temporary space of live-in aides at clients of the Agency may be subject to search at the discretion of the Agency as a result of a complaint of a patient whose property is occupied.

Personal possessions or materials should not be brought to work if they are of a sensitive or confidential nature. Other policies permit monitoring of and access to computers by supervisors. The use of computers, e-mail and access to the Internet must be reasonable and responsible.

### **Fraud & Abuse**

Employees shall refrain from conduct, which may violate fraud and abuse laws. These laws prohibit (1) direct, indirect or disguised payments in exchange for the referral of patients; (2) the submission of false, fraudulent or misleading claims to any government entity or third party payor, including claims for services not rendered, claims which characterize the service differently than the service actually rendered or claims which do not otherwise comply with applicable program or contractual requirements; and (3) making false representations to any person or entity in order to gain or retain participation in a program or to obtain payment or excessive payment for any service.

## **Business Ethics**

Employees must accurately and honestly represent the agency and should not engage in any activity or scheme intended to defraud anyone of money, property, or honest services.

## **Financial Reporting**

All financial reports, accounting records, research reports, expense accounts, timesheets, and other documents must accurately and clearly represent the relevant facts or the true nature of a transaction. Improper or fraudulent accounting, documentation or financial reporting is not only contrary to agency policy, but it may also violate applicable laws. Sufficient and competent evidential matter or documentation shall support all cost reports.

## **Protection of Assets**

The agency will make available to employee's assets and equipment necessary to conduct agency business including such items as computer hardware and software, billing and medical records, both hardcopy and in electronic format, fax machines, office supplies and various types of medical equipment. Employees should strive to use agency assets in a prudent and effective manner. The agency property should not be used for personal reasons or be removed from the agency without approval from a departmental manager. An employee who believes that any medical equipment is not operating properly nor has an inaccurate calibration should immediately report the problem to his or her supervisor.

## **Anti-Competitive Conduct**

The agency will not engage in anticompetitive conduct that could produce an unreasonable restraint of trade or a substantial lessening of competition. Evaluation of anti-competitive conduct requires legal guidance. Communication by employees with competitors about matters that could be perceived to have the effect of lessening competition or could be considered as collusion or an attempt to fix prices should take place only after consultation with legal counsel.

## **Credit Balances**

The agency will comply with Federal and State laws and regulations governing credit balance reporting and refund all overpayments in a timely manner.

## **Financial Inducements**

No employee shall offer any financial inducement, gift, payoff, kickback, or bribe intended to induce, influence or reward favorable decisions of any government personnel or representative, any customer, contractor or vendor in a commercial transaction or any person in a position to benefit the agency or the employee in any way. Employees are strictly prohibited from engaging in any corrupt business practice either directly or indirectly. No employee shall make or offer to make any payment or provide any other thing of value to another person with the understanding or intention that such payment or other things of value may be used for an unlawful or improper purpose. Appropriate commissions, rebates, discounts, and allowances are customary and acceptable business inducements provided that they are approved by Administration and that they do not constitute illegal or unethical payments. Any such payments must be reasonable in value, competitively justified, properly documented, and made to the business entity to which the original agreement or invoice was made or issued. Such payments should not be made to individual employees or agents of business entities.

## **False Claims Act**

The Federal False Claims Act is a law that prohibits a person or entity, such as the agency from “knowingly” presenting or causing to be presented a false or fraudulent claim for payment or approval to the Federal Government and from “knowingly” making, using or causing to be made a false record or statement to get a false or fraudulent claim paid or approved by the Federal Government. These prohibitions extend to claims submitted to federal health care programs, such as Medicaid. The terms “knowing” and “knowingly” is having knowledge of the information, acts in deliberate ignorance of the truth or falsity of the information and acts in reckless disregard of the truth or falsity of the information.

A person or entity found guilty of violation can be obligated to pay civil penalties and for actual damages. A person or entity can also find themselves excluded from the Medicaid programs if found in violation.

Please note, a private person who brings civil actions for violations to the False Claims Act is entitled to receive percentages of monies obtained through settlements and is protected by the Non-Retaliation and Non-Retribution for Reporting Policy of the Compliance policy.

New York State False Claims Act makes it unlawful to knowingly make a false statement or representation (or deliberate concealment of any material fact or other fraudulent scheme or device) to attempt to obtain Medicaid payments for services or supplies furnished under the New York State Medical Assistance Program. A violation of this Act can result in civil damages three times overstated amount or \$5,000 whichever is greater. The Agency or individual may

also be required to pay civil monetary penalty to the Medicaid program if it was known that the services or supplies were not medically necessary, not provided as claimed, if the person requesting such was excluded from the program or the services or supplies for which payment was received were not provided. New York State may also impose the threat of criminal prosecution who had the intent to defraud the State program a Class A misdemeanor punished in accordance with the penalties fixed by such law.

## **Whistleblower Policy**

A whistleblower as defined by this policy is an employee of Community who reports an activity that they consider to be illegal or dishonest. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities. Examples of illegal or dishonest activities are violations of Federal, State or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact his/her immediate supervisor, the Compliance Manager, or the HR Department. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

Whistleblower protections are provided in two important areas -- confidentiality and against retaliation. If possible, the confidentiality of the whistleblower will be maintained; however, identity may have to be disclosed to conduct a thorough investigation, to comply with the law, and to provide accused individuals their legal rights of defense. The Company will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes he/she is being retaliated against must contact the Compliance Manager or the HR Department immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

## **Non-Retaliation and Non-Retribution for Reporting**

The agency understands that employees may not report concerns if they feel that they will be subject to retaliation or retribution or harassment for reporting the concern. To reassure employees who wish to report concerns through the Compliance Manager, or directly to the HR Department, a non-retaliation/non-retribution policy has been established. Supervisors, managers, or employees are not permitted to engage in retaliation, retribution or any form of harassment directed against an employee who reports a compliance concern.

Anyone who is involved in any act of retaliation or retribution against an employee that has reported suspected misconduct in good faith will be subject to disciplinary action. Employees have the responsibility to report, in good faith, concerns about actual or potential wrongdoing.

The company is committed to a policy that encourages timely disclosure of such concerns and prohibits any action directed against an employee, manager or staff member for making a good faith report of concern.

Any manager, supervisor, or employee who engages in retribution, retaliation, or harassment against a reporting employee is subject to discipline up to and including dismissal on first offense.

All instances of retaliation, retribution or harassment against reporting employees will be brought to the attention of the Compliance Officer who will, in conjunction with Legal and Human Resources, investigate and determine the appropriate discipline, if any. If an employee 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 an employee, even if the error constitutes an inappropriate or inadequate performance, will be considered a positive constructive action by the employee.

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

### **Health Insurance Portability and Accountability Act (HIPAA)**

HIPAA is a Federal law and its purpose is to protect the privacy of personal medical information that is shared with doctors, nurses, hospitals, insurance companies, and other health care providers.

HIPAA's Privacy Rule puts new limits on how personal medical information is used and shared, gives clients the right to access their medical records and puts greater protection on those medical records. In the past, personal health information was sold or shared to make decisions regarding employment, for marketing purposes, to coordinate care for disease management and to help determine drug costs. This was done without notice to or consent of the client. The Privacy Rule applies to all forms of personal health information – written, electronic or oral.

*Who has to follow the HIPAA Rules:* All health care providers – doctors, nurses, caregivers, insurance companies, health care agencies, hospitals, laboratories and business associates of these persons must follow the HIPAA rules.

*What is personal health information:* Personal Health information includes any information regarding the past, present or future physical or mental health or condition of a person that is used for treatment or payment of healthcare. The HIPAA rules include additional information that is protected by the privacy rule – any information that can be used to identify individuals. This might be the name, social security number, address, health insurance numbers, doctor’s name, diagnosis, etc. This information can connect a person to specific health information. Protected Health Information (PHI) is that personal health information that is transmitted or stored electronically or in any form other than hard copy.

*What does the Company have to do to meet the new regulations:* The Company must do several things in order to fulfill its legal obligations. We must provide client and employee education about privacy rights and how client information can be used. Policies and procedures must be developed for the client and employee to follow. All employees must be trained on the policies and procedures. Most important of all, employees must be aware of the way that they contribute to the maintenance of client confidentiality – not discussing cases with people who are not involved in the client’s care, keeping records secure and out of the sight of people who do not work for the agency, properly destroying client documents that are no longer needed or pieces of paper that have client information written on them, disclosing only the minimum amount of information that is needed, taking other measures to protect client confidentiality such as learning about practices.

*What information does the client need to know:* Clients will be informed of the new privacy rule and their rights under this rule, through a “Notice of Privacy Rights.” The nurse will give this document to the client at the time of the first nursing visit and will ask the client 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:* For a client to receive treatment, have the treatment paid for by their insurance company, and for the health care agency to operate, protected health information (PHI) must be used and disclosed by the people involved in the care of the client. PHI is used when it is shared, examined, applied and analyzed. PHI is disclosed when it is released, transferred or accessed in any way outside the health care agency. PHI may be used or disclosed in the following instances: for treatment, payment or health care operations; with authorization or agreement from the client; for disclosure to the client; for incidental uses such as doctors talking to clients in a hospital room or on the phone or a nurse who is taking care of the client. For other uses or disclosures, the client must sign a special authorization form.

*What requirements are related to the special authorization form:* This form must be signed by the client when information must be used or shared with a third party for a purpose not related



to treatment, payment or health care operations. The authorization may be revoked by the client 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, the purpose of the disclosure, the date of expiration of authorization, and it must be written in plain English. 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 client for the purpose of audits, civil and criminal investigations, law enforcement, judicial and administrative proceedings, reporting public health and safety and suspected/known cases of abuse, neglect or domestic violence and other legal requirements. In emergency circumstances, PHI may be disclosed. PHI may also be shared with relatives, coroners and medical examiners.

*Can I tell if the client says I can:* Disclosure may be made to family members, friends or other people that clients indicate is involved in their care or payment of health care unless the client objects in whole or part. In any other situation not described previously, the client's written authorization must be obtained 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 disclosure. They are permitted only to the extent that reasonable safeguards have been applied and do not disclose any more of the PHI than 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 client by a home health caregiver in the client's home that might be overheard by the other family members not involved in the client'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 employees may have the same amount of information about a client. Each employee should have only the information that is necessary for them to carry out their job. This rule does not apply to the use or disclosure of medical records for treatment purposes since the health care provider needs access to the entire record to provide quality care.

*What happens if an individual or agency fails to follow these laws:* Failure to comply may result in civil and/or criminal penalties.

*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 besides the Privacy Rule:* Yes, there are three parts to the HIPAA regulations. You have already heard about the Privacy Rule. HIPAA also sets standards for the electronic transmission of PHI in order to standardize how this is done throughout the

country. There will also be a Security Rule which will create standards governing the security of protected health information (PHI); these regulations have not been written yet.

## **WORKPLACE POLICIES**

### **Orientation**

Every employee will receive a full orientation to Community upon beginning their employment. Orientation shall include a discussion of this handbook and will address any questions that an employee may have.

### **Standard Work Hours**

Monday- Thursday: 9:00 am to 5:00 pm

Friday: 9:00 am to 1:00 pm

Exempt employees' work hours may vary depending on the position. Please speak with your supervisor regarding your work hours.

### **Employee Classifications**

Full-Time employees: Employees who work 30 hours per week or more

Part-Time employees: Employees who work less than 30 hours per week and are not entitled to benefits

Temporary employees: Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work the company's full-time schedule for a limited duration. Typically, not eligible for benefits and can be part time or full time.

Exempt: Exempt employees are paid on a salaried basis and are not eligible to receive overtime pay.

Non-Exempt: Nonexempt employees are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked. Overtime must be approved in advance.

Please note: when and if an employee is switching from full-time to part-time (under 30 hours), the employee will lose all benefits including insurance and any accumulated vacation time.

## **Clock In**

All Community employees must clock-in and out at the start and completion of each workday. Employees must clock-in and out from their computer desktop. Clocking in and out from a cell phone is not allowed. Employees must clock in and out for their lunch break.

Clock-in is an Employee's responsibility. If there's an issue with your clock-in or you missed a clock-in or out, be sure to notify your supervisor as soon as possible. Paychecks will not be accurate without proper clock in/out information.

## **Meal Time**

Full-Time employees: Employees working a full 8-hour day, are entitled to a one hour paid lunch period. Employees may not work through lunch or forego the lunch period in order to shorten the workday.

- Employees arriving 9:45 AM or later or leaving 4:15 PM or earlier, are entitled to a half an hour lunch break (When working 45 minutes less one day you are only entitled to a half hour lunch break).

Part-Time employees:

- Employees working 6-up to 8 hours a day, are eligible to a 30-minute lunch break
- Employees working fewer than 6 hours in a day, are not eligible for any paid lunch time.

Lunch must be taken between 11:00 am and 2:00 pm. Employees must clock in and out for their lunch period. Exact times may be dictated based on your department needs.

Any days that an employee leaves early or there is an early closure there is no entitled lunch break.

Please note:

- Employees requiring a lunch break more than the allotted 30 - 1 hour of time, or if an employee is running late, they must notify their Director immediately. Failure to do so will cause an employee not to get paid their allotted break time.
- No additional breaks are given aside from lunch time. If additional breaks are needed, which constitutes anything more than 5 minutes, that time must be taken off from the employee's allotted lunch break. If the allotted paid lunch break was already taken, you must clock in and out for these additional breaks.
- Failure to clock-in and out for your lunch break or any additional break will result in a discipline.

## **Lactation Policy**

Employees who are nursing may take unpaid breaks of 20 minutes or more at a time, every 3 hours if needed to express breast milk for up to a year after their child's birth. Community will designate a private lactation room, furnished with a chair, a table, an electrical outlet, and a breast milk refrigerator. (Please note this room will not be a bathroom; will be in close proximity to the work area; will be well lit; will be shielded from view; and will be free from intrusion from others.)

The company understands that the time and number of pumping sessions needed to express milk will vary for each individual. Please communicate your plan with your direct Manager. You must clock out for pumping breaks outside of your designated paid lunch.

## **Payroll**

Employees are paid bi-weekly Friday, following the close of the pay cycle. If a pay date falls on a holiday, paychecks will be dated on the last working day prior to the holiday. However, this date is subject to change at the Company's discretion.

## **Direct Deposit**

As a service to our employees, Community offers you the convenience of payroll direct deposit whereby you can elect to have all or a part of your paycheck deposited directly into your personal checking or savings account. Please notify the Staff HR Department (Elite) if you are interested in this service. To start direct deposit, your written authorization will be required. Please note: it can take approximately 1 month for direct deposit to be set up.

Employees who receive direct deposit can view their pay stubs online. The website is <https://hub.adspays.com>. The username and password will be provided by Staff HR.

The Company is not responsible for any delays in receiving your paycheck through the mail. After your check has been issued, you are responsible for it. Checks lost or otherwise missing should be reported immediately to the Staff HR Department so that a stop payment order may be initiated.

## **Improper Pay Deductions**

Community is committed to complying with applicable regulations that prohibit improper pay deductions. However, if you feel that a deduction has improperly been made from your pay, please notify Staff HR Department. The Company will investigate the circumstances surrounding the deduction. If the Company determines that an employee's pay

was reduced in violation of this policy, the employee will be reimbursed for amounts improperly deducted and the Company will take the necessary steps to prevent such an occurrence in the future.

## **Overtime**

If you are not exempt from the Fair Labor Standards Act (non-exempt employee), you are eligible for overtime pay at one and one-half times your regular hourly rate when you work more than forty (40) hours in a regular workweek (Monday – Friday). Overtime pay is based on actual hours worked.

Paid absences (e.g. holidays, sick days, etc.) will not be considered as time worked for purposes of calculating overtime.

The prior request or approval of your supervisor is required for you to work overtime. The failure to obtain approval prior to working overtime should not obligate Community to pay you for the extra time you worked.

Failure to obtain approval may result in disciplinary action.

## **Attendance and Punctuality**

Every position at Community is vitally important in the day-to-day operation of our company. No matter what position you hold, your punctuality and regular attendance are essential for efficient operation. A superior attendance record is expected of all of our employees.

If you must be absent or late because of illness or some other legitimate reason, notify your supervisor directly, as early as possible, and certainly not later than the time you normally start work.

Excessive absenteeism and/or tardiness cannot and will not be tolerated, and may, in the discretion of management, result in disciplinary action up to and including discharge. Arriving after 9:10am more than twice a week will result in an email sent to your Director.

Your failure to notify Community of an absence for two consecutive scheduled workdays will be deemed an automatic resignation. If you are absent due to illness for 2 days or more, Community will request you to provide a doctor's certification indicating that you are able to return to work prior to your return.

## **Personal Appearance / Dress Code**

Community observes a business casual attire workplace. Employees are always expected to dress appropriately as it is important to project a professional image to our customers, visitors, and coworkers.

Examples of business casual attire includes suits, jackets, pants, trousers, dockers, chinos, collared shirts, blouses, and appropriate skirts are appropriate for a business environment. Business casual shoes can include loafers, dress shoes, height appropriate heels and wedges, and flats.

Examples of clothing not approved for work include jeans, ripped pants, shorts, mini-skirts, sleeveless shirts, sheer tops, low cut necks, crop tops, flip flops, exercise clothing (spandex, leggings etc.), graphic shirts, and any clothing and/or shoes that may be pose a safety concern to you or others.

All employees are expected to dress in a manner consistent with good hygiene, safety, and professionalism. There is no dress-down Fridays. If you have any questions regarding this policy, please contact the HR team.

## **Job Objectives / Performance Reviews**

Employees will be given a job description which details the requirements and expectations of the position upon starting employment with the company. After every evaluation, the job description will be updated if needed. This will be discussed between the employee and their Manager.

It is our general policy to continually evaluate and review your job performance. Although there are many factors that are considered in your evaluation and reviews, the primary ones are performance and profitability. Your performance review gives you an opportunity to sit down with your Supervisor to review how your performance has progressed since your last review. It also gives you the opportunity to discuss you goals for the future and what steps may be necessary to achieve those goals. We generally conduct evaluations and performance reviews of new employees at the end of the 90-day Introductory Period and annually thereafter. Additional evaluations and performance reviews may occur depending on the circumstances. Although performance evaluations may influence salary or rate adjustments, you should not presume that salary adjustments will occur following each performance evaluation. Separate compensation/benefits consultation meetings may be held to address these issues.

## **Kids at Work**

The presence of children in the workplace during the employee's workday is inappropriate and is to be avoided except in emergency situations. This policy is established to avoid disruptions in job duties of the employee and co-workers, reduce property liability, and help maintain the company's professional work environment. In extenuating circumstances, children can come to work with their parent for up to 1 hour, with director's permission.

## **Transportation**

As a courtesy to our staff, Community Home Health Care pays for some transportation routes. These routes run in several nearby neighborhoods and at designated times. If a change of location or a different time is needed we will try to accommodate by fitting the new request into an existing route. Depending on existing routes and their time and space constraints, request may be approved, denied, or partially accommodated. Therefore, even in the neighborhoods where transportation is provided, pickup/drop-off location and time may not fit the exact request.

While we do pay for the cost of this transportation, we do not guarantee pickup or drop-off times. Employees are paid from the time that they clock in at their desk regardless of what method they use to get to work; we are not responsible for delays in transportation and do not pay for time spent commuting to or from work.

## **On-Call Employee Policies:**

- Employee must always use proper work equipment.
- When working from home, employees must do so in a quiet area, ideally a home office.
- Employees must clock-in and clock-out for every shift.
- Employees must follow all Company Policies and Procedures stated in this handbook.
- On-Call Employees have no official break time.
- Employees must follow all time-off request policies. The company has the right not to grant permission for Time off on legal and Jewish holidays.
- Employees cannot schedule cabs for aides without Director or Supervisor's approval
- Issues, complaints, advice and concerns should be discussed with the employee's Director only.
- Cura Call messages received while on shift must be responded to immediately.
- Employee must be available to come into the office for scheduled meetings.
- Employees must attend a weekly Level10 meeting.
- The Company has the right to change the shift or allow additional shifts during on-call work hours.
- On-Call benefits are based on what is specified in the employee's offer letter.

## BENEFITS

### **Vacation Time**

After a 3-month probationary period with the company, full-time employees (36 hours a week) will be eligible to take an allotted amount of vacation time per year. Employees must request vacation time with a minimum of 2 weeks' notice directly to their Manager. Time is approved or disapproved at the discretion of the Manager.

1. After a 3-month waiting period, full time employees who work 36 hours a week get 24 hours of PTO and 56 hours of sick time.
  - a. Full time employees hired between July 1 – Sep 30, would be eligible for 12 hours of PTO and 28 hours of sick time etc. at the completion of the 3-month waiting period.
  - b. Full time employees hired between Oct 1 – December 31 will not be eligible for any PTO days in the first calendar year.
2. Upon the completion of the first calendar year, full time employees (36-hour work week) will receive 64 hours of PTO and 56 hours of sick time.
3. After an employee's 5th anniversary, all full-time employees (36-hour work week) will be entitled to 104 hours of PTO and 56 hours of sick time.

**Please note hours of PTO is based on the employee's work week schedule and how many hours are worked on a weekly basis.**

The company front-loads all vacation time at the beginning of the year for employees instead of accumulated hours over time. In the event an employee leaves the company but uses more time than earned, they may be responsible to pay the unaccrued time back to the company. Additionally, if an employee resigns or is terminated, accrued but unused vacation will not be paid out to the employee

In general, you must request vacation time early enough to ensure adequate coverage for it to be approved.

Please Note:

- There is no roll over of PTO into the coming year. If it's not used by the end of December you lose it.
- Vacation will not be paid in advance.
- If an employee uses all vacation time, they can use up to 16 hours of sick time as PTO.
- Employees cannot use more than one week of PTO at a time.
- We strongly advise employees not to make any plans before getting an approval from the director as the Company will not take any responsibility if the PTO was not approved.



- If an employee will be missing 4 or more hours of his/her workday, PTO time must be used, there is no option for taking 4 or more hours off and choosing not to get paid.
- PTO or sick time cannot be used when being out on maternity leave.

#### Terminated Employees and PTO

- If an employee is terminated, accrued but unused vacation will not be paid out to the employee.
- In the event of termination, Community doesn't pay out accrued sick time.

#### Resigned Employees and PTO

- During the last two weeks of employment employees are not eligible for PTO. This includes:
  - Employees who give two-week resignation notice, PTO days requested during the 2 weeks resignation will not be paid
  - Employees who quit and or fail to show up to work, if they took off approved PTO days during the two weeks prior, they will not get paid for it.

### **Vacation time for Nurses:**

After a 3-month probationary period with the company, full-time employees (36 hours a week) will be eligible to take an allotted amount of vacation time per year. Employees must request vacation time with a minimum of 2 weeks' notice directly to their Manager. Time is approved or disapproved at the discretion of the Manager.

- After a 3-month waiting period, full time employees get the equivalent of 64 hours of PTO and 56 hours of sick time.
  - Full time employees hired between July 1 – Sep 30, would be eligible for 32 hours of PTO and 28 hours of sick time etc. at the completion of the 3-month waiting period.
    - a. Employees hired between Oct 1 – December 31 will not be eligible for any PTO days in the first calendar year.
- Upon the completion of the first calendar year, full time employees will receive 104 hours of PTO and 56 hours of sick time.
- Full time nurses work 40 hours a week Monday through Friday, with a paid lunch break.
- Part time nurses work 20 hours a week and are not entitled to company benefits.

**Please note hours of PTO is based on the employee's work week schedule and how many hours are worked on a weekly basis.**

### **Sick Time for Nurses:**

Full-Time Employees: After a 3-month probationary period with the company, employees are eligible for 56 hours of sick time. Please note though, if hired between July 1<sup>st</sup> -September 30<sup>th</sup> an employee gets 28 hours of sick time and if hired between October 1<sup>st</sup> and December 31<sup>st</sup>

they get no sick of that year. The company provides employees with 56 hours of sick time at the beginning of each calendar year.

Part Time Employees:

- Earn one hour of sick leave for every 30 hours worked.
- Can earn a maximum of 56 hours of sick time per year.
- Employees are immediately eligible to use the sick leave.

Please Note:

- It is not always possible to request sick time in advance, but when able, please do so in a timely manner to your Manager, before 9 AM that day.
- Employee must give written or oral notice prior to sick time use.
- 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 for office staff.
- Sick time cannot be paid in advance.
- Up to 56 hours of unused sick time can be carried over into the next year.
- You must use all your sick time before taking unpaid sick time.
- If an employee uses all vacation time, they can use up to 16 hours of sick time as PTO.
- If an employee takes 3 or more consecutive days of sick leave, he/she must provide documentation signed by a healthcare professional upon return to work, that the sick time has been used for the covered purpose.
- An employee may not take off more than their total allotted time off per year. After an employee has exhausted his/her sick days, any additional call-out will be deducted from the employees PTO bank.
- If an employee exhausted his/her sick time and PTO balance, and calls out without a sufficient doctor's note due to extenuating circumstances, further discussion will take place with employee's immediate director.
- PTO or sick time cannot be used when being out on maternity leave.

*Safe leave*, an aspect of paid sick leave, is included as an option for paid sick time. The company allows employees to take a paid absence from work when an employee or employee's family members has been the victim of domestic violence, a family offense, sexual offense, stalking or human trafficking due to any of the following as it relates to above:

- 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 the employee or employee's family member;
- 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 proceedings;
- 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 the employee or the employee's family member or to protect those who associate or work with the employee.

#### Terminated and Resigned Employees and Sick Time

- In the event an employee is terminated or resigns from the company, Community does not need to pay for accrued but unused sick time.
  - Community has the right to decide whether or not to pay an employee who takes a sick day within the two-week resignation window.

#### Mileage for Nurses

The company reimburses field nurses traveling to patients houses by paying \$0.67 per mile traveled.

Distance is calculated from the Community office nearest to your home to the first patient seen and then to each patient thereafter, as well as from the last patient seen to the Community office closest to your home.

Mileage is to be calculated via the MileQ app and then submitted for reimbursement to your coordinator.

Once your coordinator approves your miles, reimbursement will be added to your next paycheck.

#### Holidays / Weekends for Nurses:

Please note based on your job position, you may be required to work on the holidays listed below and will be allotted additional vacation days to compensate for this. This may also include working on the weekends and having a day off during the week instead.

#### **Paid Holidays**

Each of the holidays listed below will be paid and there is no waiting period for Holiday pay. Hourly employees will only be paid for the hours worked if there's a half day of work before any of these holidays. As such, these employees have the option of using Vacation time to supplement any lost hours. Employees will not be paid for a holiday if they do not work the day before and after the holiday.

A Holiday schedule will be emailed every December for the upcoming year. Temporary and Part Time workers are not eligible for paid holiday time. The days off are as followed:

- New Year's Day
- Memorial Day

- Independence Day
- Labor Day
- Thanksgiving
- Christmas Day
- Purim
- Passover
- Shavuot
- Yom Kippur
- Rosh Hashanah
- Sukkot
- Tisha B'Av

\*The above is a list of office company paid holidays; the agency may decide to close the office on additional days with no pay.

Employees must work the full day before and the full day after the holiday in order to be eligible for holiday pay. In addition, if an employee takes off on Erev Yom Tov, they will not be paid for the entire day of Erev Yom Tov.

Please note: based on your job position, you may be required to work on the holidays listed above, and will be allotted additional vacation days to compensate for this.

### **Chol HaMoed**

Community is open all days of Chol HaMoed (intermittent days of Passover and Sukkot) and PTO may not be used. Each Director will discuss the departments needs and schedules with the employees to try to best accommodate employees needs while ensuring the work responsibility is not being neglected.

### **Requesting Time Off**

Community employees will request time off by emailing their Manager. Once time has been taken, the Manager is responsible for notifying Staff HR of the missed days and leave type so it can be added to payroll.

### **Snow Days**

There is no snow day allotment. If an employee feels they are unable to safely travel to the office, they can discuss working from home with the approval from their direct Manager. If an employee is unable to work from home, or if their direct manager does not approve to work from home, they can elect to use a vacation or sick time.

## **Pregnant Workers Fairness Act**

An employee or applicant may request an accommodation due to pregnancy, childbirth or a related medical condition by submitting the request in writing to human resources (HR). The accommodation request should include an explanation of the pregnancy-related limitations, the accommodation needed and any alternative accommodation(s) that might be reasonable. Depending on the nature of the accommodation, the individual may be requested to submit a statement from a health care provider substantiating the need for the accommodation.

Upon receipt of a request for accommodation, HR will contact the employee or applicant to discuss the request and determine if an accommodation is reasonable and can be provided without significant difficulty or expense, i.e., undue hardship.

While the reasonableness of each accommodation request will be individually assessed, possible accommodations include allowing the individual to:

- Sit while working.
- Drink water during the workday.
- Receive closer-in parking.
- Have flexible hours.
- Receive appropriately sized uniforms and safety apparel.
- Receive additional break time to use the bathroom, eat and rest.
- Take time off to recover from childbirth.
- Be excused from strenuous activities and/or activities that involve exposure to compounds deemed unsafe during pregnancy.

An employee may request paid or unpaid leave as a reasonable accommodation under this policy; however, Community will not require an employee to take time off if another reasonable accommodation can be provided that will allow the employee to continue to work.

Community prohibits any retaliation, harassment or adverse action due to an individual's request for an accommodation under this policy or for reporting or participating in an investigation of unlawful discrimination under this policy.

## **Family and Medical Leave (FMLA)**

Community complies with the Federal Family and Medical Leave Act (FMLA), which requires employers to grant unpaid leaves of absence to qualified workers for certain medical and family-related reasons.

The FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees in any 12-month period for the following reasons: (1) for incapacity due to pregnancy, prenatal medical care, or child birth; (2) to care for the employee's

child after birth or placement for adoption or foster care; (3) to care for the employee's spouse, son or daughter, or parent who has a serious health condition; (4) for a serious health condition that makes the employee unable to work; or (5) for qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

- If an employee is taking maternity leave for longer than 6 weeks the employee needs to inform their supervisor in advance about it.

The 12-month period is a rolling period measured backward from the date an employee uses any FMLA leave, except for leaves to care for a covered servicemember with a serious illness or injury which is 26 weeks.

During FMLA leave, the Company will maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. However, an employee on FMLA leave does not have any greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.

The FMLA defines eligible employees as employees who: (1) have worked for the Company for at least 12 months; (2) have worked for the Company for at least 1,250 hours in the previous 12 months; and (3) work at or report to a worksite which has 50 or more employees or is within 75 miles of Company worksites that taken together have a total of 50 or more employees.

Leave can be taken at one time, intermittently, or on a reduced work schedule. When possible, employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies also may be taken on an intermittent or reduced work schedule basis.

**Substitution of Paid Leave for Unpaid Leave.** Employees may choose or employers may require the use of accrued paid leave while taking FMLA leave. Accordingly, the Company requires employees to use any accrued paid vacation, personal, and sick days during an unpaid FMLA leave taken because of the employee's own serious health condition or the serious health condition of a family member or to care for a seriously ill or injured family member in the military. In addition, the employee must use any accrued paid vacation or personal days (but not sick days) during FMLA leave taken to care for a newborn or newly placed child or for a qualifying exigency arising out of a family member's active duty or call to active duty status in support of a contingency operation. In order to use paid leave for FMLA leave, employees must

comply with the Company's normal paid leave procedures found in its Vacation and Sick Leave policies.

Generally, employees must give 30-days advance notice of the need for FMLA leave. If it is not possible to give 30 days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedure.

Employees do not have to share medical diagnosis but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job function, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified. Employers can require a certification or periodic recertification supporting the need for leave.

Once an employer becomes aware that an employee's need for leave is a qualifying under FMLA, the employer must notify the employee if he or she is eligible for FMLA and, if eligible, must also provide a notice of the rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

All leaves will run concurrent with FMLA entitlement if any/qualified.

### **New York Paid Family Leave**

Community employees working at least 20 hours a week in New York are eligible for paid, job-protected time off after 26 weeks of employment so they can:

- Bond with a newly born, adopted or fostered child,
- Care for a close relative with a serious health condition, or
- Assist with family situations when a family member is deployed aboard on active military service.

Note: Close relative includes spouse, domestic partner, child and stepchild, sibling, parent and stepparent, parent-in-law, grandparent, and grandchild.

Employees are eligible for up to 12 weeks of time off, taken consecutively or intermittently. The time must be taken within 12 months (52 consecutive weeks) and in full days. This benefit is funded through employee payroll contributions.

## **Medical Leave of Absence (Not FMLA)**

Employees 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 employee would be entitled to such leave under applicable law.

Employees 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 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 by the Company may result in the delay or denial of the requested leave. Consistent with applicable law, the Company 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 an employee may be required to also use any or all of his or her accrued paid time (vacation and/or sick?) off during such leave. While on a leave of absence under this policy, employees 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 employees 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 an employee'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 employee requires additional leave beyond what was originally granted, the Company may require the employee to provide periodic updates on his or her condition and possible date of return.

The Company may require employees 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 an employee is unable to return to work following a leave provided under this policy, the employee will be deemed to have abandoned his or her job, unless the employee 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 employee'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.



## **Jury Duty Leave**

Employees are responsible for informing their Manager and the HR Director of their Jury Duty assignment as soon as possible. The Manager and the employee will work together to rearrange assignments as needed during their time out of the office.

### Exempt Employees (Salaried):

- Exempt employees will be paid their full salary as long as they work a portion of the workweek, they are out for Jury Duty.
- If the employee does not work any of the work week, they will be paid \$40 by the company for the first three days of Jury Duty.
- In the case an employee is receiving a payment from the court and being paid by the company, we will deduct that amount from their paycheck.

### Non-Exempt Employees (Hourly):

- The company will pay the employee \$40 a day for the first three days of Jury Duty as per the NY Court.
- The remainder of the Jury Duty will be unpaid.
- If the employee lives in New Jersey and works in New York, the employee will be paid according to the NJ court where they serve.

## **Time Off for Voting**

- If an employee does not have 4 hours before or after their work shift from when the poll open or closes to vote, an employee is allowed to take 2 hours paid leave to vote.
- Employees must give notice to their supervisor no later than 2 days before the election of their need for the 2 hours paid leave.

## **Bereavement Leave**

The Company allows three (3) days off with pay for a death in your immediate family (maximum 8 hours per day). Immediate family includes parents, spouse, children, brothers, sisters, mother-in-law, father-in-law, grandparents, or grandchildren. These three (3) days don't come out of your Vacation time.

You may request up to an additional two (2) days, which must be approved by your supervisor. 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 your supervisor. Absence for such a death is limited to two (2) days and will be unpaid.

## **Military Reserve Duty**

Pursuant to federal law, any employee (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 employee'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, an employee 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 employee and eligible dependents for up to 24 months; provided, however, that if the absence is for more than 30 days, the employee will be required to pay 102% of the group rate premium.

The Company shall provide employees 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. Employees may elect to use accrued vacation days for the second week that they are at training, if desired. If employees are employed for less than 6 months, leave will be granted without pay for the time away for reserve duty.

## **Blood Donation Leave**

Employees 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 employee's place of employment or in connection with some other convenient time and place set by the employer. Such blood donation leave is not required to be paid leave.

## **Working While on Leave**

Employees 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.

## **Health Insurance**

Full-time employees are eligible for enrollment in the health insurance plan upon completion of 90 days of continuous employment with the Company. Employee contributions to the premiums are withheld from paychecks as a pre-tax deduction.

Employees can enroll in the Company's group policy with a monthly contribution that is deducted from payroll for their single policy plan. Employees are also eligible to sign up for HRA, which the Company contributes to. Please speak with Staff HR for further details.

### **Dental and Vision Insurance**

The company offers Dental and Vision Insurance plans that employees can enroll in once they have completed 90 days of continuous service. Employee contributions to the premiums are withheld from paychecks as a pre-tax deduction. Please speak with Human Resources to learn more about the cost and plan information.

### **Supplemental Life Insurance and Disability Insurance**

The company offers employee-paid Life Insurance and Disability Insurance. Please speak with Human Resources to learn more about the costs and plan information.

### **Short Term Disability**

New York state employees are eligible for short term disability benefits in the event they sustain a nonwork-related sickness or injury that results in their inability to perform his or her regular job duties. This also includes pregnancy.

Employees may receive up to 26 weeks of Short-Term Disability. The weekly cash benefit amount is fifty percent of the employee's average weekly wage, up to a maximum amount set by the state each year. The current maximum is \$170 per week. Please consult with Staff HR for further information.

### **Workers' Compensation**

Employees may be eligible for state workers' compensation benefits for job-related injuries. If you are injured while performing a job-related duty, you must immediately report the accident to your supervisor. If your injury results in absence from work, a letter from a doctor stating that you are physically well enough to return to work is required prior to, or on, the date of return.

### **Benefits Continuation (COBRA)**

The federal Consolidated Omnibus Reconciliation Act (COBRA) gives employees 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 employee or beneficiary pays the full cost of coverage of the Company's group rates plus an administration fee.

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

## **WORKPLACE SAFETY**

### **Commitment to Safety**

Protecting the safety of our employees and visitors is the most important aspect of running our business. All employees have the opportunity and responsibility to contribute to a safe work environment by using commonsense rules and safe practices and by notifying management when any health or safety issues are present. All employees are encouraged to partner with management to ensure maximum safety for all. In the event of a true emergency, please dial 911.

### **Safety and Accident Rules**

Safety is everyone's job at Community. The Company provides a clean, hazard-free, healthy, safe environment in which to work in accordance with the Occupational Safety and Health Act of 1970. As an employee, you are expected to take an active part in maintaining this environment. You should observe all posted safety rules, adhere to all safety instructions provided by your supervisor and use safety equipment where required. Your workspace should be kept neat, clean and orderly.

It is your responsibility to know the location of all safety and emergency equipment, as well as the appropriate safety contact phone numbers. A copy of the Emergency Procedures will be posted in each work area. Any problems with or defects in equipment should be reported immediately to your supervisor.

As an employee, you have a duty to comply with the safety rules of Community, to assist in maintaining a hazard-free environment, to report any accidents or injuries, and to report any unsafe equipment, working condition, process or procedure, immediately to a supervisor.

Employees may report safety violations or injuries anonymously to Human Resources if they are not the injured or violating party. No employee will be punished or reprimanded for reporting safety violations or hazards. However, any deliberate or ongoing safety violation, or creation of hazard, by an employee will be dealt with through disciplinary action, up to and including termination.

## **Alcohol & Drug Policy**

Working under the influence of alcohol, and controlled substance can adversely affect an employee's productivity and efficiency and jeopardize the safety of the employee, co-workers, visitors, patients, and the public. Even legal drugs (like Marijuana, and other prescribed controlled substance/drugs) may adversely affect the safety of the employee, co-workers, patients, or members of the public.

To help ensure a safe, healthy, productive, and drug-free work environment for all, the manufacturing, distribution, consumption, possession, or sales of controlled substance including ALCOHOL, ILLEGAL AND LEGAL DRUGS on properties, including vehicles owned or leased by the agency and in the patient home or patient care environment are prohibited.

Additionally, the Agency prohibits being under the influence of alcohol, controlled substance, illegal drugs, and legal drugs including but not limited to marijuana while on Agency premises, performing work functions or while providing direct patient care.

An employee who possesses or uses a drug prescribed by a physician for the employee's use while on the job, and whose performance is not noticeably impaired, will not be in violation of this policy. Employees are responsible for asking the prescribing practitioner about any side effects. If the medication may affect performance, the employee is responsible to notify his/her immediate supervisor prior to reporting to work.

Violation of this Policy may result in disciplinary action, up to and including termination of employment. Any employee reporting for work under the influence of illegal drugs or alcohol will not be permitted to work that day and may be terminated immediately.

The agency reserves the right to test for drug use at any time during your employment, or as a prerequisite for hiring (in accordance with any applicable law). The agency also reserves the right to conduct searches of company property, including desks, lockers, and filing cabinets, without notice to or consent from employees and to implement other measures necessary to deter and detect violation of this policy. Refusal to consent to testing and searches may result in disciplinary action, including termination.

The Agency recognizes that alcohol and drug abuse as a treatable condition. Employees wishing to seek help with a substance abuse addiction are urged to do so.

## **Smoke-Free Workplace**

Smoking is not allowed in company buildings or work areas at any time. "Smoking" includes the use of any tobacco products (including chewing tobacco), electronic smoking devices, and e-cigarettes.

Smoking is only permitted during break times in designated outdoor areas. Employees using these areas are expected to dispose of any smoking debris safely and properly.

## **Discipline, Company Rules of Conduct and Termination**

To function effectively, every organization must develop policies and procedures to protect its clients and to ensure that co-workers' and the Company's rights are respected. Community is no exception. Conduct that is disruptive, unproductive, immoral, unethical or illegal will be not tolerated.

The Rules of Conduct described in this section are not exclusive and are in addition to the conduct related provisions contained elsewhere in this manual. If employees become aware of a violation of this policy, they must bring it to the attention of their supervisor, or if the supervisor is the problem, you must notify the next level of management.

The following list includes, but is not limited to, violations of our Rules of Conduct that may lead to disciplinary action, which, based on the circumstances of the individual case, could result in termination of employment.

- Suspension, revocation or other legal impairment to employee's professional license.
- Insubordination; or immoral conduct of any kind.
- Theft or dishonesty.
- Falsifying application for employment.
- Falsifying time records.
- Fighting or horse playing.
- Threatening, bullying, intimidating or assaulting other employees, including but not limited to the use of abusive language.
- Harassing other employees, vendors, or individuals we conduct business with.
- Acting in an unprofessional manner.
- Revealing or discussing confidential information with non-employees.
- Revealing or discussing confidential client information of any kind unless required by law.
- Possessing or reporting to work under the influence of intoxicants or non-prescribed drugs, or the use of intoxicating beverages or non-prescribed drugs while on the job.
- Theft, fraud or unauthorized possession or use of property belonging to the Company.
- Falsifying any documentation regarding client's or employee's charts/records.
- Unauthorized alteration or destruction of agency records including patients' charts.

- Coding or billing which violates Medicaid rules or regulations or other federal rules or regulations.

The above is a non-exclusive list of examples of prohibited employee conduct. Employment with Community is at will, terminable by either party at any time with or without cause.

## **Discipline**

Any violation of any of the policies stated in this handbook may be treated with a verbal warning, written warning, and/or final notice. Violations may also include termination at the company's discretion on the first offense.

## **Resignation of Employment**

All employees who resign from employment with the Company are expected to give two weeks' notice in writing. The final paycheck will be given on the regular payday. Once an employee submits their resignation, they will no longer be able to request or use accrued time off.

## **Integrity of Records and Compliance with Account Procedures**

Accuracy and reliability in the preparation of all records are mandated by law and is of critical importance to the proper discharge of Community's reporting obligations. All bills and duty sheets rendered must accurately reflect the services provided. All business records, expense accounts, vouchers, payroll and service records, and other reports are to be prepared with care and honesty. False or misleading entries are not permitted. Compliance with accounting procedures and internal control procedures is required at all times.

Community endeavors to give a prompt, courteous and accurate response to client inquiries and complaints received. When adjustments are warranted due to billing or administrative errors, employees must make them promptly and courteously.

## **Use of Computer Hardware and Software**

### Business Use:

The use of Community's computer hardware, software, and network services for personal purposes is strictly prohibited. If any damage occurs due to violation of the above, the employee will be held responsible for the damage. The software furnished by Community is the only software that employees are authorized to use. Adding, copying or downloading any other software onto the Community computer system is strictly prohibited.

Access:

Community is entitled to access your computer at any time.

Computer Software:

- Legitimate software will be provided to all employees as necessary. Employees may not make any unauthorized copies of any software provided by the Company under any circumstances. Anyone found copying software other than for backup purposes is subject to discipline, up to and including termination.
- Community will not tolerate the use of any unauthorized copies of licensed software. Any person illegally reproducing software may be subject to penalties. Community does not condone illegal copying of software under any circumstances. Anyone who makes, uses, or acquires unauthorized software shall be appropriately disciplined up to and including termination.
- Employees may not give software to outsiders, including clients, customers, or any other individuals.
- Any employee who determines that there may be a misuse of software within the Company must immediately notify his or her supervisor or the Administrator.

**Use of E-mail and the Internet**

E-Mail and Internet Use for Private Purposes Strictly Prohibited:

The use of the Community's e-mail system and the Internet for private purposes, including, but not limited to, solicitation of outside business ventures, divulging of confidential or privileged information, or personal, political or religious causes is strictly prohibited.

Monitoring of Employee E-Mail and Internet Usage and Phone Calls:

All electronic communication systems and all communications transmitted by, received from, or stored in these systems are the property of the Company. Any and all telephone conversations or transmissions, electronic mail or transmissions, or internet access or usage by an employee by any electronic device or system, including but not limited to the use of a computer, telephone, wire, radio or electromagnetic, photoelectronic or photo-optical systems may be subject to monitoring at any and all times and by any lawful means.

E-Mail, the Internet and Equal Employment Opportunity:

Community's Equal Employment Opportunity and workplace harassment policies apply to the e-mail system and the Internet.

Accordingly, employees are prohibited from using the Company's e-mail system or the Internet to display or transmit sexually explicit images, messages or cartoons, communications containing ethnic slurs or racial epithets or any other communication or image that may be construed as harassment of others based on their race, national origin, sex, age, disability or religious beliefs. The Company does not tolerate actions that may create a hostile work environment.



### Social Media:

In the event that you choose to identify yourself as a Community's employee on a website or blog, or to discuss matters related to the Company, you must adhere to the following guidelines:

1. You may not violate any guidelines set forth in this handbook.
2. You must include the following disclaimer notice in a prominent location on your site:  
*"The opinions expressed here are the personal opinions of [your name]. Content published here is not read or approved by Community Healthcare Group before it is posted and does not necessarily represent the views and opinions of Community Healthcare Group."*
3. You may not disclose any sensitive, confidential, proprietary or financial information of the Company. This includes, but is not limited to, comments or information about any specific customer, partner, vendor, supplier or product.
4. You may not post any material that is obscene, defamatory, profane, libelous, threatening, harassing, abusive, hateful or embarrassing to any person or entity.
5. You must act in accordance with laws governing copyright and fair use of copyrighted materials owned by others, including the Company's own copyrighted materials.
6. To the extent you believe that content contained on an employee website or blog is prohibited by the Company's Policy Prohibiting Workplace Harassment, you are required to follow the complaint procedure set forth in the Workplace Harassment policy.

### Violations of the E-Mail, Social Media and Internet Policy:

Any employee in violation of Community's policy on e-mail, social media and/or Internet use, will be subject to disciplinary action, up to and including termination of employment. Any conduct in violation of this policy will be considered in material conflict of interest with the business interests of the Company.

### **Solicitation and Distribution**

To avoid distractions, solicitation by an employee of another employee is prohibited during working time in working areas. The distribution of materials such as handbills or printed or written material of any kind is always prohibited in work areas. Solicitation, trespass and/or distribution of materials by non-employees on Prestige's premises are prohibited at all times.

At all times, please try to use the phone and email (instant message) for internal communication and avoid getting up from your desk and interrupting other people's focus.

Our telephone communications are an important reflection of our image to customers and the community. Always use proper telephone etiquette. The following are some examples of good telephone etiquette: use the approved greeting, speak courteously and professionally, repeat information back to the caller, and only hang up after the caller hangs up.

## **Cell Phones/Camera Phones**

Personal phone calls during working hours can distract employees from their responsibilities and can be disruptive to other employees. Employees should limit personal calls and limit their use for authorized meal periods. This applies to the use of personal devices and company phone equipment. In addition, cell phone ringers must be turned to vibrate.

Cell Phones may not be brought into meetings. If a supervisor finds an employee with his/her cellphone at a meeting, she will be requested to take it back to her desk. However, certain employee positions, require an employee to keep their phones on them due to business needs and demands.

Except with specific advance written authorization from management, the Company prohibits employee possession or use of cameras in the workplace, including cell phones with built- in cameras, as a preventative step necessary to secure employee privacy, patient confidences and other confidential business information. For that reason, Facetime and video chats may not be used while on company property.

## **Cameras in Office**

Please be advised that Community and its affiliates may have cameras in the office that are monitoring and recording activity.

## **Working from Home**

As a policy, we will not approve working from home when an employee requests time off.

Please Note: Under extenuating circumstances, such as multiple call-outs, staff shortages, or other unusual limitations, supervisors may allow an employee to work from home.

## **ADA Reasonable Accommodation Policy: Service Animals**

An employee with a disability may request a reasonable accommodation under The Americans with Disabilities Act (“ADA”) to have a service animal present at work. The ADA defines a service animal as any guide dog, signal dog, or other animal individually trained to aid the individual with a disability. If they meet this definition, animals are considered service animals under the ADA. Pets, emotional support animals, comfort animals and therapy dogs are

not service animals under the ADA and are not permitted on work premises at any time. Please reach out to your Director of Staff HR to request any reasonable accommodations to be made.

### **FACT-FINDING & ISSUE RESOLUTION (“FAIR”) PROGRAM**

The Agency values each employee and looks forward to good relations with and among all of its employees. Occasionally, however, disagreements may arise between you and our company or between Caregivers in a context that involves the Agency. To facilitate expeditious and impartial resolution of any such disagreements, the Agency has adopted this Fact-finding and Issue Resolution Program (the “FAIR Program”).

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

The FAIR Program will cover any Claim between You and the Agency (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 employment with the Agency ends.

For purposes of the FAIR Program, “*the Agency*” 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, and employees against whom a Claim is asserted in connection with their duties for or in relation to the Agency.

“*You*” and “*Your*” refers to you and any other person who may assert your rights.

“*Claim*” means any claim, cause of action, controversy, or other dispute between the Agency and You that arises out of or relates to Your employment with the Agency and/or the termination of Your employment, and that is based on a legally protected right that could otherwise be resolved by a court, excluding only Non-Covered Disputes (as defined below). Covered Dispute includes any disputes about Your hiring, firing, wages or compensation, discipline, leaves of absence, accommodations, and workplace treatment as well as the Agency’s policies and practices (including any pattern, practice, act, or omissions) relating to such matters. For example, and not as a limitation, “Covered Dispute” refers to any claims arising under Title VII, the Fair Labor Standards Act (or New York Labor Law), the Family and Medical Leave Act, the New York Paid Family Leave Law, the New York Human Rights Law, the New York City Human Rights Law, the New York City Earned Sick Time Act, the Public Health Law (including Wage Parity Law), the Domestic Workers’ Bill of Rights, and any other law that relates to terms and conditions of employment. “Covered Dispute” 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. Examples of a Covered Dispute include, but are not limited to, those alleging discrimination, harassment, hostile work environment, retaliation, failure to provide leave, or failure to pay wages in accordance with the 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 Agency 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); or (e) for unfair labor practice charges under the National Labor Relations Act (“NLRA”). 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. But if You take such action in relation to a claim, controversy, or other dispute that would constitute a Claim and You have not fully pursued such dispute through the FAIR Program, the Agency may request that the government agency in question defer its processing or investigation of such charge until the FAIR Program has been completed.

**Can A Claim Be Resolved in Court?** No. Under the FAIR Program, You and the Agency 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 Agency agree that arbitration under the FAIR Program is the sole and exclusive method for resolving Claims. If either You or the Agency 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 Agency, you should first give the Agency 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 department. As part of this process, an Agency representative might meet with You to discuss Your complaint. Or, depending on the nature of the Claim, the Agency will investigate the Claim on its own, such as by reviewing its records. If You do not receive a satisfactory response from the Agency 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](http://www.adr.org) or by calling 1.800.778.7879.

**How is the arbitrator selected?** All arbitrators must be licensed attorneys or retired judges 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.

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 the county where you worked (e.g., Rockland County), 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, this is not permitted under any circumstance.

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 Agency 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 Agency 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 Agency, 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 Agency to bear such costs. The Agency 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. 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. Any amounts required to be paid by You under this paragraph may be adjusted or eliminated to the extent necessary for the FAIR Program to be enforceable.

**Will there be discovery or depositions?** Except as modified by the FAIR Program, all discovery will be governed by the Federal Rules of Civil Procedure ("FRCP").

**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 Agency agree that all aspects of any arbitration, including any award and opinion issued, will be strictly confidential. Neither You, the Agency, 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 Agency 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 Agency 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 employment relationship or affiliation with the Agency, 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 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 Agency. Any notice You or your representative are required to give to the Agency under this FAIR Program will be directed to 50 Chestnut Ridge Road, Suite 207 Montvale, New Jersey, 07645 with a copy sent by e-mail to Bryna.Pelsinger@Communityhcg.net. Any notice provided to the Agency under this FAIR Program will only be deemed received when it is received by email.

**Amendment.** The Agency reserves the right to amend or terminate the FAIR Program. Such amendments may be made by providing notice to You, electronically or otherwise, of such amendment or termination. Any amendments will be prospective only. Your continuation of employment 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 Agency will be construed as a waiver of the provision prohibiting class, collective, or representative actions**





## COMMUNITY HOME HEALTH CARE HANDBOOK ACKNOWLEDGEMENT

I acknowledge that I have received the **COMMUNITY HOME HEALTH CARE** (the “Company”) Employee Handbook (the “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 with the Company, I agree to comply with all the rules and procedures of the Company, as stated in this Handbook, and any other policy that may be issued to me during my employment. I understand that the Company 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 with the Company 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 for violating any rules or procedures in this Handbook.

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Employee Name (Printed)

---

Employee Name (Signature)

---

Date



## **Community Home Care**

### **Receipt of Policy Prohibiting Workplace Harassment**

I have read and I understand the Company's Policy Prohibiting Workplace Harassment:

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

\_\_\_\_\_  
Employee Name (Signature)

\_\_\_\_\_  
Date

### **Receipt of Training on Preventing Harassment in the Workplace**

I attended training for Preventing Harassment in the Workplace:

\_\_\_\_\_  
Training Date

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

\_\_\_\_\_  
Employee Name (Signature)

\_\_\_\_\_  
Date



## Receipt of Training on Workplace Safety

I attended training for Safety in the Workplace:

\_\_\_\_\_  
Training Date

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

\_\_\_\_\_  
Employee Name (Signature)

\_\_\_\_\_  
Date

## Lactation Policy Acknowledgement

I acknowledge that I have received, read and understand the Company's lactation policy:

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

\_\_\_\_\_  
Employee Name (Signature)

\_\_\_\_\_  
Date