



CAREGiver Handbook

**Partners in Senior Care, LLC
dba Home Instead of Volusia County**

May 2024



Dear CAREGiver,

Welcome to Home Instead®, America's trusted source of companionship and home care for seniors! At Home Instead we are a diverse group of people with different jobs and backgrounds. Yet we are drawn together with one common goal: to enhance the lives of seniors and their families by living "To Us, It's Personal®" every day.

We're passionate about helping seniors and we welcome any opportunity to help them remain independent as possible. As a company, it is our goal to provide our CAREGiversSM what they need to deliver superior quality care with dignity, pride, love and compassion.

There are essentially four factors we use to provide our clients with one of our CAREGivers. Availability, reliability, skill level and compatibility are all considerations we make when we assign a CAREGiver to a client. Our staff takes pride in making the best match for everyone involved.

Our CAREGivers really do make a difference in the lives of our clients. We believe our greatest asset is our CAREGivers, and our success comes in part from hiring the best! You have joined a group of the most dedicated, caring, and compassionate people in the local community. You'll find that our CAREGivers have the highest degree of trust, integrity, and pride.

Our entire staff is available to encourage you, to support you, and to answer any question that you may have. We know it takes all of us, many we haven't even met yet, to accomplish our vision.

Again, we wish you the best in your career with Home Instead.

Welcome Home®

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Revised 6/2023

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COMPANY PROFILE

Mission Statement

Enhancing the world's capacity to care.

Our Values

To honor God in all we do.

To treat each other with dignity and respect.

To encourage growth in ourselves and others.

To build value in our service to others.

You are employed as a CAREGiverSM by an independently owned and operated franchise office that provides non-medical services under a federally registered service mark, Home Instead[®]. Your employer, which has a license to use the Home Instead[®] service mark, is:

Partners in Senior Care, LLC dba Home Instead of Volusia County

Neither Home Instead, Inc. nor Home Instead[®] is your employer.

Note: For the purpose of this document, your employer, Partners in Senior Care, LLC will be referred to as the "Company," "us," "our," or "we." Employees delivering care to our clients are CAREGiversSM.

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ABOUT US

Home Instead® is the world's largest and most trusted provider of comprehensive home care services for seniors. These services are provided through a network of over 1000 franchise offices located throughout the United States and Internationally. The Omaha based company has been providing services to clients since 1994 and employs over 65,000 CAREGiversSM nationwide.

Home Instead provides a meaningful solution for the seniors, who prefer to remain at home. Their quality of life is enhanced without the stress and hardships of interrupted routines and changes in their daily habits. Our part-time, full-time, and around-the-clock services are designed for people who can manage their physical needs, but require assistance, supervision, light housework, errands and/or companionship to remain in their homes.

As our population ages, Home Instead will play an even more important role as a provider of these services. Just look at the facts:

- Today, about 13% of all Americans are age 65 and older. By the year 2050, this figure will increase to 20%.
- Only 5% of the senior population lives in a nursing home. The remaining 95% live alone, with a spouse or move in with a family member.
- Senior care is expected to replace childcare as the top concern among U.S. employees.
- An estimated 35.6 million people live with dementia worldwide in 2010 and will increase to 65.7 million by 2030.

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PURPOSE

The policies in this handbook provide you with our office procedures and benefits. They are not designed to provide specific practices or policies for every situation. If you have any questions regarding specific practices and policies, or how the general rules apply, please do not hesitate to contact your supervisor, Human Resource Manager, or the franchise owner (“Company Owner”).

The information in this handbook reflects the Company’s current policies. The Company reserves the right to interpret, modify or change any policies and procedures, in whole or in part, at any time, with or without notice.

All employment relationships with the Company are on an at-will basis, which means that any employee may decide to end his or her employment with the Company at any time, with or without notice. Similarly, the Company also has the right to end its employment relationship with any of its employees at any time, with or without notice. No employee of the Company has the authority to enter into any agreement contrary to this policy. This policy is intended to create an enjoyable work environment and a foundation that supports the highest quality service for our clients.

VIOLATIONS AND DISCIPLINARY POLICY

Below we have outlined incidents that will trigger immediate disciplinary action from Home Instead. While we realize that everyone makes mistakes, we want to make sure you have the opportunity to correct them and put you back on track for a successful career with us.

PROCEDURE

If any of these policies are violated, the procedure will be:

1. **Verbal Warning:** You will promptly receive a phone call from Home Instead to discuss the issue. This gives us a chance to understand the situation from your perspective, along with guidance on how to fix the issue. If we cannot reach you, we will leave a voicemail, and/or text message and email for you to call us back within 48 hours.
2. **Written Warning:** If the issue has not been fixed and the same policy is violated a second time, you will receive a written warning which will be part of your permanent record with us.
3. **Termination:** If the issue has not been fixed after the written warning, the final stage of violating a policy is termination and you will not be eligible for rehire.
4. **Home Instead may proceed straight to termination at any time for gross or serious misconduct, including but not limited to:**
 - a. **Abandonment of clients under 24-hour care.** These are our most vulnerable clients and 24/7 clients can never be abandoned until a replacement caregiver arrives. No exceptions.
 - b. **No Call No Shows.** If you are scheduled for a shift and you do not show up for your shift without calling the office, you have abandoned the client and put their safety at risk. This will lead to immediate termination.

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Failure to communicate back with the office to discuss any violation within 48 hours will be interpreted as your wanting to resign from your employment, and you will be terminated.

POLICY VIOLATIONS

- **Abandonment of clients under 24-hour care will lead to immediate termination.**
- **No Shows will lead to immediate termination.**
- Sleeping during Stay Awake shifts will lead to a written warning
 - Stay Awake shifts mean you must be awake, alert and ready to help your client at any point during the shift. If you fall asleep you are not able to provide the care that the client expects.
- Cancelling a scheduled shift in under 2 weeks of the shift will lead to a verbal warning.
 - If you must cancel a scheduled shift in under 2 weeks, you must call the office and speak to your scheduler. You may not email or text this request – it must be done over the phone.
- Clocking-in late or arriving late for your scheduled shifts will lead to a verbal warning.
 - Lateness can put our clients out of their routines and can upset the care they are receiving.
- Not communicating with the Home Instead office after they are reaching out to you via phone, text and or email, will lead to a verbal warning.
 - Communication is very important to Home Instead and our clients and caregivers. Please respond back to the office within 48 hours.
- Not following dress code policy will lead to a verbal warning.
 - All Caregivers must be professionally dressed for all shifts and classes in the office. You must always wear your Home Instead badge, and wear either scrubs and sneakers, or dress slacks with polo and sneakers. Clean clothes, no jeans, no torn clothing ever.
- Giving clients or family members your phone number will lead to a verbal warning.
 - No Caregiver should allow their personal phone numbers to be given out. All communication must go through the Home Instead office. This is to protect you so and allows Home Instead to fulfill its duties as an agency, where Home Instead manages any issues between clients and caregivers.
- Employees who negatively promote Home Instead or their fellow colleagues will lead to a verbal or written warning or termination.
 - All employees for Home Instead must remain professional and not promote negative comments or behavior while on shifts with Home Instead or against any caregivers working under Home Instead or up to an including office staff. If you have an issue with Home Instead or your fellow colleagues or clients, please allow us the opportunity to help fix it together.

By signing below, I confirm that I understand the Violations and Disciplinary Policy as described above.

Print your name here _____

Sign your name here _____

Enter today's date here _____

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STATEMENT OF EQUAL OPPORTUNITY EMPLOYMENT

The Company is an equal opportunity employer and maintains a policy of nondiscrimination with respect to all employees and applicants for employment. All work-related decisions and opportunities are made and administered without regard to age, race, color, gender, religion, national origin, citizenship status, sexual orientation, gender identity, marital status, pregnancy, disability, genetic information, military service status and any other category or status protected by applicable local, state, or federal law.

The Company ensures that personnel actions are administered in compliance with federal, state and local laws prohibiting discrimination based on any protected status as set forth in the **Statement of Equal Opportunity Employment** above. Preventing discrimination is the responsibility of every employee.

To carry out our policy, we recruit, hire, place, train and promote employees according to individual merit. Other personnel actions such as compensation, benefits, transfers, social and recreation programs, demotion, discipline, and termination are administered in a nondiscriminatory manner.

The Company is committed to complying with the Americans with Disabilities Act (“ADA”) and applicable state and local laws and ensuring equal opportunity in employment for qualified individuals with disabilities. The Company provides reasonable accommodations for qualified individuals with a disability to enable such individuals to: (1) apply for employment; (2) perform the essential functions of their jobs; and (3) enjoy the other terms, conditions, and privileges of employment. If you need to request an accommodation to aid you in performing your job duties, inform the General Manager.

POLICY AGAINST WORKPLACE HARRASSMENT

The Company prohibits unwelcome harassment based on any protected status as set forth in the **Statement of Equal Opportunity Employment** above, or as protected by applicable local, state, or federal law. “Unwelcome harassment” is verbal or physical conduct by an employee or any individual (including a client, patient, vendor, or supplier) that denigrates or shows hostility or aversion toward an employee because of any of the protected statuses listed in the **Statement of Equal Opportunity Employment** above, or any protected class status under applicable law.

Unwelcome harassment includes sexual harassment. Under the Company’s anti-harassment policy, no employee, client or any other individual may sexually harass any other individual on the Company’s property, or in connection with performing services for the Company. Sexual harassment includes unwelcome sexual advances, sexual comments or jokes, requests for sexual favors or other unwelcome verbal or physical conduct of a sexual nature.

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Any employee who has a question, concern, or complaint about an incident of harassment that is believed to be a violation of this policy should bring the matter to the immediate attention of his or her supervisor. If the employee feels that his or her supervisor is not the appropriate individual with whom to address the complaint, or the employee is not satisfied with the outcome of the complaint, he or she should address the complaint with the Human Resource Manager or Company Owner.

The Company prohibits retaliation against anyone for reporting discrimination and/or harassment, assisting in making a discrimination and/or harassment complaint, or cooperating in a discrimination and/or harassment investigation. Any employee who believes he/she has experienced or witnessed retaliation should immediately notify his/her supervisor or the Human Resource Manager.

All reports of inappropriate conduct will be promptly and thoroughly investigated, and the Company will act to ensure that any improper conduct ceases immediately, and corrective action is taken to prevent a recurrence. Any employee, whether supervisory, non-supervisory, or member of management, who violates this policy will be subject to the full range of corrective action, up to and including termination of employment.

All complaints will be treated confidentially to the extent feasible for an effective resolution. No individual will suffer adverse employment consequences as a result of making a good faith complaint or taking part in the investigation of a complaint.

No Distribution / No Solicitation

To ensure a work atmosphere free from distribution by solicitation of employees or distribution of literature or other materials, the Company has adopted a “no distribution/no solicitation” policy. This policy extends to the distribution and solicitation of every kind and includes, but is not limited to, distribution or solicitation relating to the sale of goods, as well as contributions or membership in organizations. Violation of this policy may be the cause for corrective action, up to and including termination of employment. The policy is as follows:

- Employees are prohibited from soliciting and distributing literature or other materials to other employees or clients during their work time or the working time of the person being solicited.
- Employees are prohibited from distributing literature or other materials in working areas during their non-working time.
- Non-employees of the Company are prohibited from soliciting or distributing literature or other materials at any time on the Company’s premises or to Company employees while working for the Company.

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DRUG AND ALCOHOL POLICY

Drug and alcohol abuse adversely affect the health and safety of employees and compromises their ability to provide services to our clients. Therefore, the Company is committed to maintaining a work environment free from the adverse impact of employee alcohol and drug abuse. Home Instead Care is a Drug Free workplace and does comply with applicable laws and regulations in this regard.

Prohibitions:

- A. The use, possession, sale, transfer, offering or furnishing of illegal drugs or other controlled substances (as defined under state or federal law), and the possession of implements and paraphernalia for the illegal use of drugs, while on duty, while on the Company's premises (including parking lots), while operating a vehicle leased or owned by the Company, or while performing services for or on behalf of the Company, is strictly prohibited.
- B. Except as provided below, the Company prohibits the use of alcohol by employees directly before or during the workday, including lunch and breaks. The use of alcohol during the work day under Company-related and approved circumstances (whether on or off the Company's property), such as the Company's representative luncheons or dinners, Company celebrations (either while conducting Company-related business or socializing), or while otherwise representing the Company, is permitted only to the extent that it does not lead to impaired performance, inappropriate behavior, endanger the safety of any individual, or violate applicable law.
- C. Unless otherwise authorized by this policy, reporting to work, returning to work, or being or remaining at work while under the influence of alcohol, illegal drugs, or any other controlled substance (not specifically prescribed by the employee's medical provider), or having any of the substances in your system while on duty, while on the Company's premises, while operating a vehicle leased or owned by the Company, or while performing services for or on behalf of the Company, is prohibited.
- D. Off-duty abuse of alcohol which results in excessive absenteeism or tardiness or is the cause of accidents or poor performance will result in corrective action, up to and including termination, in accordance with the Company's policies regarding absenteeism, tardiness, poor performance and unsafe work practices.
- E. Off-the-job illegal drug use or activities, or convictions relating to such illegal drug use or activities, is also a violation of this policy. Off-the-job illegal drug use or activities or convictions relating to such use is likely to adversely affect the organization in many ways, including, without limitation, one or more of the following: adverse effect on job

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performance or attendance, jeopardizing the safety or welfare of the employee, fellow employees, and/or the organization's clients, risking damage to company business or property.

Prescribed and Over-the-Counter Drugs:

This policy does not prohibit the use of a therapeutic drug unless such therapeutic drug affects the employee's capacity to properly perform job duties or creates a danger to him/her or to others in the workplace. "Therapeutic drugs" include legally obtained prescription drugs and controlled substances, and over-the-counter drugs used in accordance with a physician's instructions or the drug company's instructions as distributed with the medication.

The company follows Federal guidelines with regard to our drug testing policy.

If the use of any therapeutic drug(s) may affect an employee's capacity to properly perform his/her job duties or create a danger to himself/herself or to others in the workplace, the employee is required to report the therapeutic drug use to Human Resources.

It is at management's discretion as to whether the employee may continue to perform the normal assigned duties or be designated non-safety sensitive duties (if available) until the employee provides a physician release to perform normal duties.

Administration of Policy:

Reporting:

Employees are required to notify their supervisor or Human Resources if they have any evidence or reason to believe that the policy and rules set forth above have been or are being violated. If an employee feels his/her supervisor is involved, he/she should notify Human Resources or the franchise owner. Failure to promptly report such conduct may also be grounds for appropriate corrective action. An employee found to be in violation of this policy may be subject to corrective action up to and including termination.

Drug and Alcohol Testing:

To ensure compliance with this policy, the Company reserves the right to require employees to undergo blood tests, urinalysis or other procedures designed to detect the presence of alcohol or the illegal use of drugs under the circumstances described below.

1. Post-Offer/Pre-Employment Testing: After a conditional offer of employment is extended, all job applicants will be subject to pre-placement drug and alcohol testing.

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When the applicant has an initial non-negative screening result for alcohol, an illegal drug, or a prescribed, controlled substance, the collected sample will be sent to a Quest Lab to be lab-analyzed by a qualified Medical Review Officer. The MRO will contact the potential new employee to get the information associated with the drug in question. Once the information is verified, the MRO will provide Partners in Senior Care LLC with a Negative or Non-Negative result. A negative result will continue the hiring process. A Non-negative or Positive result, the conditional offer of employment will be withdrawn, and the applicant will not be employed by the Company.

2. **Work-Related Accidents:** Employees involved in work-related accidents resulting in any bodily injury (either to themselves or to others) or property damage will be subject to drug and alcohol testing immediately following the incident.
3. **Reasonable Suspicion:** The Company reserves the right to test those employees whom management reasonably suspects may be violating any portion of this policy.
4. **Post-Treatment/Post-Rehabilitation Testing:** Employees who successfully complete an approved counseling or rehabilitation program pursuant to this policy may be subject to unannounced testing.

Any employee who (a) fails to cooperate with an investigation into possible violations of this policy; (b) refuses to sign the consent to or to take, a drug or alcohol test; or (c) tampers with any sample or test result will be subject to corrective action, up to and including termination of employment.

Confidentiality:

Results of drug and alcohol tests will be kept confidential to the extent possible. Only those individuals who need to know test results will be notified of or permitted to review the results.

Employee Assistance:

The Company encourages employees with alcohol and/or drug abuse issues that may impact job performance to seek assistance from qualified professionals. A sample list of Employee Assistance Programs and local drug rehabilitation programs in our area is available by contacting the Human Resources Department. It is the responsibility of the employee to seek assistance from qualified professionals before alcohol and/or drug problems are discovered by the Company. Any attempt by an employee to seek such assistance after a violation of this policy has been detected may have no effect on the corrective action, up to and including termination, which the Company may determine, in its sole management discretion, is appropriate. The Company may require an employee who has violated any portion of this policy, and whom the Company, in its sole management discretion, determines will be allowed the opportunity to continue employment, to seek assistance from qualified professionals or participate in a rehabilitation program, at the employee's expense, as a condition to continued employment with the Company.

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Searches

The Company reserves the right to conduct searches of the Company's premises and Company-owned property, including work areas, rest areas, parking lots, offices, Company vehicles, desks and cabinets. In addition, the Company reserves the right to conduct searches of employee possessions, including purses, briefcases, or motor vehicles, while the employee is on company property or on duty. The Company also reserves the right to take custody of and submit for testing any item, article, or substance it discovers during a search that appears to the Company may be evidence of a violation of this policy. Searches may be conducted at any time without advance notice. Any employee who refuses to cooperate with such searches will be subject to corrective action up to and including termination.

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COMMUNICABLE DISEASE POLICY

Policy

As part of our commitment to providing a safe, healthy, and productive workplace for employees and clients, the Company has adopted this Policy to help protect employees (and clients, where applicable) from the spread of and exposure to communicable diseases. A communicable disease is an illness due to an infectious agent that is transmitted directly or indirectly from one person to another. All managers and supervisors are responsible for understanding and enforcing this Policy.

Scope and Purpose

This policy covers the Company's response to those diseases that may be communicable in a work environment, including, but not limited to, Chickenpox, Ebola Virus, Swine Flu, COVID-19, Active TB (tuberculosis), Avian Flu, Measles, Chicken Pox, or MRSA Staph Infection (referred to collectively as "communicable illnesses").¹ However, these are just examples and this Policy covers any communicable illness that poses a credible threat of transmission in our workplace.

This policy is applicable to all employees.

¹ A communicable disease is defined as an illness due to an infectious agent that is transmitted directly or indirectly from one person to another. Additional examples of communicable diseases include, for example, Hepatitis B, Meningitis, Mumps, Rubella, SARS and the common cold. Also, please refer to the chart, below, for more information on methods of transmitting communicable illnesses.

Responsibilities of Managers and Supervisors

All managers and supervisors should be familiar with this Policy and be ready to answer questions from employees about the Policy. If anyone has a specific question about the Policy or a possible communicable illness, and the manager or supervisor cannot answer the question, the person should be referred to your manager or Human Resources.

Managers and supervisors should set a good example by washing their hands before eating and after using the restroom, regularly using hand sanitizer, seeking medical attention for scrapes and cuts, making sure any open wound is kept clean and covered, and encouraging this same behavior from all employees.

The Company strongly encourages all employees protect themselves from getting the seasonal flu by getting the seasonal flu vaccine each year. For more information on the current seasonal flu vaccine, refer to <http://www.cdc.gov/vaccines/>. Even if a person has just a cold or seasonal flu, they should be strongly encouraged to stay at home until they are well enough to return to work and their condition is no longer contagious.

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Responsibilities of Employees:

This Policy will be distributed or posted for all employees to see. This Policy informs employees of their responsibility to report to Human Resources in the event the employee:

1. has had symptoms in the last 24 hours related to a communicable illness that increase the risk that the illness may be transmitted to another.
2. been diagnosed with a communicable disease that is not sufficiently controlled so that contact with the employee poses a risk of transmission.
3. has been in close contact with a person diagnosed with or being screened for a communicable illness without appropriate protection so that the employee now presents a heightened risk of transmission of the communicable illness.
4. been in an area with widespread, sustained transmission of a communicable illness such as areas CDC designates Level 3 <https://wwwnc.cdc.gov/travel/notices>, or other High-Risk areas the Company identifies.
5. is or should be quarantined related to a communicable illness; or
6. cannot effectively cover contagious skin condition or an HSV-1 breakout or lesion to ensure that any to completely prevent any skin-to-skin contact.

Information relating to an employee's health status will be maintained in a confidential manner as set forth in this Policy.

Employee Illness and Returning to Work

Employees must limit any exposure of other employees or clients contracting a communicable disease or illness. If employee is not able to do so effectively and perform his or her work, employee must immediately notify the HR Department or management and discuss potential accommodations, if appropriate, and leave options. Employees must not present themselves at work where they might expose other employees or clients to contracting a communicable disease or illness.

1. Employees must follow all CDC and public health organizations guidance regarding how to limit exposure to risk of contracting a communicable disease or illness. Guidance often excludes healthcare workers.

2. Employees with symptoms of the flu, cold or other communicable disease or illness must not come to work if that involves interaction with other employees or clients until employee has been free of fever, signs of a fever, and any other symptoms of the flu, cold or other communicable disease or illness for at least 24 hours, without the use of fever-reducing or other symptom-altering medicines (e.g. cough suppressants).

3. A doctor's note certifying fitness for duty (i.e., return to work authorization) maybe required.

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Company Procedure for Potential Exposures in the Workplace

As we all know, communicable illnesses can vary greatly in their degree of seriousness, ease of transmission, and risk to others. As a result, the Company may change its response to potentially communicable illnesses as the situation warrants.

The Company will follow all applicable regulations or instructions issued by federal, state, or local public health authorities, the CDC or other governmental agencies. The Company will generally follow guidelines or recommendations issued by these sources, considering our own workplace circumstances.

To limit germs and resulting illnesses, we ask that you support these best practices:

- Wash hands often with soap and water for at least 20 seconds.
- If soap and water are not available, use alcohol-based hand sanitizer.
- Avoid touching your eyes, nose, and mouth with unwashed hands.
- Avoid close contact with people who are sick unless you are wearing appropriate protection.
- Stay home when you are sick.
- Cover your cough or sneeze with a tissue (or an elbow or shoulder if no tissue is available), then throw the tissue in the trash and wash or sanitize hands.
- Clean and disinfect frequently touched objects and surfaces.
- Never mask a fever with Tylenol or Advil to come to work.

Responsibilities of Human Resources Department and/or Management

When there is a reported or suspected case of a potential communicable illness diagnosis or exposure in the workplace, the HR Department or management will:

1. Coordinate with whoever is responsible for Environmental Health and Safety, benefit carriers, and the legal department or outside counsel, as needed.
2. Work with the diagnosed or potentially exposed employee (“potential carrier”) to learn more about the employee’s symptoms or possible exposure; assist with accommodations, leave requests, and benefits coordination for the diagnosed/potential carrier; and follow up with medical providers to obtain certifications and return to work documentation.
3. Create a list of other employees potentially exposed to the potential carrier while that person may have been contagious, and assist those persons with information, accommodations, leave requests, benefits coordination, and medical documentation, as needed.
4. Maintain all medical information confidentially to the extent possible and consistent with applicable law.

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Responsibilities of Environmental Health and Safety

When there is a report or suspected case of a potential communicable illness diagnosis or exposure in the workplace, the persons responsible for Environmental Health and Safety will:

1. Create, update, and maintain documentation describing the report and possible exposure, and the Company's internal response plan.
2. Research the communicable illness to: (a) develop the Company's coordinated internal response plan; (b) be able to provide answers to potentially exposed employees, as well as their managers, supervisors, HR and Legal; and (c) make efforts to prevent the spread of the communicable illness and eradicate it from the premises.
3. Take all necessary efforts to prevent the spread of the communicable illness and eradicate it from the premises by, among other things, providing necessary **personal protective equipment** as needed, properly and thoroughly cleaning any potentially exposed surfaces that could lead to the spread of the illness, and informing those potentially exposed what they should do about it.
4. Determine if the issue should be reported to any state or federal occupational safety and health agency or to any public health officials and follow through with any reporting requirements.
5. Maintain all medical information confidentially to the extent possible and consistent with applicable law.
6. Determine if the Company should take any proactive steps to help prevent the spread of potentially communicable illnesses in the future and implement those steps.

Company's Policy on Potential Exposure (Travel or Otherwise)

The Company generally follows and recommends that employees follow travel advisories issued by the CDC, the State Department, Federal/State/Local health officials, and other government agencies. This means that travel may, or should, be curtailed in whole or in part in the event of an outbreak of a communicable illness in a specific geographic area (a "Risk Area").

1. Potential Exposure Due to Work-Related Travel

- a. If an employee is required to travel to a Risk Area for work, and the person becomes or believes he/she may be ill, the employee must inform his/her supervisor or a member of the HR Department immediately.
- b. If, as a result of work-related travel, the employee is neither ill nor symptomatic upon returning, but quarantine is required or recommended by a public health official or medical provider, the person may be provided with assignments to perform at home if such assignments are available and within the scope of the employee's job duties. If such assignments are not provided, the employee will be placed on the appropriate type of leave (such as workers' compensation) during the period of quarantine based on the relevant circumstances. All Company policies, including but not limited to the Company's policy requiring accurate timekeeping and the Company's prohibition of off-the-clock work by non-exempt employees, remain in effect for employees working from home during quarantine.

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When working from home during quarantine, employees must take any meal and rest breaks as required by Company policy and applicable law.

- c. If, as a result of work-related travel, the employee's exposure is confirmed, compensation will be handled as a Confirmed Work-Related Exposure (outlined below).
- d. The Company does not permit work-related travel to Risk Areas identified as a level 3 by the CDC.

2. Confirmed Work-Related Exposure

- a. If an employee becomes or believes he/she may be ill as a result of a work-related exposure, the person must inform his/her supervisor or a member of the HR Department or management immediately.
- b. A report of injury will be completed and submitted to the Company's workers' compensation carrier for a determination on work-relatedness and compensability. The employee will need to remain out of the workplace and either work from home, if able, or if the employee is unable to perform his/her job from home, the Company will compensate the employee as required by law or Company policy until a determination of compensability is made.
- c. If there is a confirmed work-related exposure and liability under workers' compensation is accepted, wage loss benefits will be paid in accordance with workers' compensation laws.
- d. If there is no confirmed work-related exposure and/or the claim is denied, compensation will be handled as a Personal Exposure (outlined below).

3. Personal Exposure

- a. If an employee becomes or believes he/she may be ill due to exposure for a non-work-related reason (i.e., not for reasons outlined above), the employee must inform his/her supervisor or a member of the HR Department immediately.
- b. If the employee becomes ill or symptomatic due to a non-work-related reason, the employee should review the Company's benefits and leaves of absence policies to determine if they are eligible for such benefits or leaves of absence (e.g., Family and Medical Leave Act Policy, Sick Leave Policy, etc.). Employees should contact HR for more information.
- c. If an employee is neither ill nor symptomatic, but quarantine is required or recommended by a public health official or medical provider for a non-work-related reason, and the employee cannot perform work while under quarantine, the employee will be provided with the option of: (a) using accrued sick leave, if available; (b) using accrued PTO/vacation time, if available; or (c) being placed on unpaid administrative leave for the period of quarantine.

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Reasonable Accommodation

If the Company receives notice that an employee is requesting reasonable accommodation for a communicable disease, the Company will request that the accommodation request be made in writing. The Company will engage the employee in the interactive process, which may include requesting information from the employee and the employee's medical provider to determine whether reasonable accommodation can be made. In reviewing accommodation requests, the Company will consider, among other relevant factors, the health and safety of other people with whom the employee regularly interacts in the workplace.

An employee may physically return to work when there is no longer risk of transmitting the communicable disease to others, and provided the employee is able to perform the essential functions of the job with or without reasonable accommodation.

Quarantine

In the instance of quarantine, it is the employee's responsibility to provide the Company with written confirmation from a public health official of any quarantine period, as soon as practicable. While under quarantine, the employee may be advised not to report to work for a specified period. In such cases, the Company will require the employee to remain away from work until the specified quarantine period ends or the employee becomes free of the communicable disease as determined by the medical provider, whichever occurs first. Additionally, to the extent the employee cannot perform work while under quarantine, the employee's eligibility for pay during the leave is outlined in the "Company's Policy on Potential Exposure (Travel or Otherwise)" section above.

Confidentiality/Privacy

Except for circumstances in which the Company is legally required to report workplace occurrences of communicable disease, the confidentiality of all medical conditions will be maintained in accordance with applicable law and to the extent practical under the circumstances. When it is required, the number of persons who will be informed of the employee's condition will be kept at the minimum needed not only to comply with legally required reporting, but also to assure proper care of the employee and to detect situations where the potential for transmission may increase. The Company reserves the right to inform other employees that a co-worker (without disclosing the person's name) has been diagnosed with a communicable disease if the other employees might have been exposed to the disease so the employees may take measures to protect their own health.

No Discrimination

The Company prohibits discrimination, harassment, and retaliation because of an employee's disability or medical condition, including a communicable disease.

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Responsibility

In all cases of an absence due to the contraction (or potential contraction) of a communicable disease, the affected employee must notify his/her manager and/or Human Resources immediately that the employee has contracted or has potentially contracted a communicable disease.

Anyone who discovers evidence of a communicable disease that could endanger the health of others in the workplace must report it immediately to management and/or Human Resources. The Company will notify the appropriate health department officials as deemed necessary or if such reporting is required by law.

General Questions

Given the variety and nature of the communicable illnesses covered by this Policy, the Company may modify this Policy on a case-by-case basis. The Company's response to possible exposures to communicable illnesses not discussed or specifically covered by this Policy will be determined on a case-by-case basis.

If you have any questions concerning this Policy, please contact the Human Resources Department.

Related Policies

Family and Medical Leave Policy and/or state equivalent policy
Employee Assistance Program
Other Leave Policies
Reasonable Accommodation Policy

Related Sites

Centers for Disease Control and Prevention – www.cdc.gov
World Health Organization – who.int

How Some Contagious Diseases Can Be Spread in the Workplace	
Method of Transmission	
Contact (touching infected person's skin, bodily fluid or a contaminated surface)	Respiratory Transmission (passing from the lungs, throat, or nose of one person to another through the air)
Chickenpox * Cold Sores Conjunctivitis Head Lice Impetigo Ringworm Scabies	Chickenpox * Common Cold COVID-19 Diphtheria Fifth Disease Bacterial Meningitis* Hand-Foot-Mouth Disease

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Influenza*	Impetigo
Hepatitis	Measles*
B*	Mumps*
Pertussis*	Rubella*
Pneumonia	Influenza
*	*
Ebola Virus Disease	
* Vaccines are available for preventing these diseases	

APPENDIX A

PREPARING FOR EXPOSURE

Basic Preventative Measures

In an effort to combat a communicable disease event, the Company will institute the following basic infection prevention measures:

- Employees should frequently and thoroughly wash their hands with soap.
- Employees that are sick, regardless of symptoms, must stay home.
- Employees should follow appropriate respiratory etiquette which includes properly covering coughs and sneezes.
- Employees should limit their use of coworkers' workstations, computers, phones, desks, offices, tools, or equipment as much as possible.
- The Company will provide office employees with alcohol-based hand rubs containing 60% alcohol, tissues, and trash receptacles.
- Where practicable, to increase physical/social distancing, the Company will institute measures to permit flexible worksites (e.g., telecommuting) and hours (e.g., staggered shifts).
- The Company will institute regular housekeeping practices in its offices and asks employees to do so wherever they are working, which includes cleaning and disinfecting frequently used surfaces, equipment, and other elements of the work environment.

Identification and Isolation of Sick Employees

The Company is committed to the prompt identification and isolation of potentially infectious employees. To identify and isolate potentially infectious employees, the Company will undertake the following procedures.

Employees should self-monitor for signs and symptoms of possible exposure to a communicable illness. In the event an employee believes he/she has potentially been exposed (either at work or home), the employee must immediately inform his/her supervisor or a member of the HR Department immediately.

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If it is determined that an employee has potentially been exposed to a communicable illness while at work, the Company will immediately send the potentially infectious employee home and encourage him/her to seek medical care. If the employee cannot leave the premises under his/her own power, or feels uncomfortable doing so, the Company will alert first respondents.

If the potentially infectious employee cannot immediately leave the Company's premises, the Company will undertake the following measures:

- make arrangements to separate potentially infectious employee(s) from coworkers, visitors, or clients.
- If available, the Company will provide the potentially infectious employee with a facemask, and ask the employee to wear the facemask, if tolerable.
- The Company will limit contact between the potentially infectious employee and other employees. If available, employees who need to interact with the potentially infectious employee will be provided with all appropriate PPE.

Post-Exposure Response

If an employee tests positive for a communicable disease, and the employee has reported to work during the disease's incubation/infectious period, the Company will immediately institute the following measures.

The Company will direct the confirmed carrier, and all employees with whom there was contact posing a risk of transmission, to remain home during the disease's incubation period or as recommended by the CDC, whichever is longer. The Company will direct the carrier to remain home until he/she is well and able to return to work and, to the extent feasible, require the carrier to obtain a Fitness for Duty form from his/her medical provider. HR will also work with the carrier to identify leave options.

The Company will have affected areas disinfected before permitting any employees to return to affected areas.

The Company will work with the carrier to identify employees with whom the carrier had contact while at work. The Company will alert those employees and discuss any potential medical care.

If a workplace exposure results in an employee being hospitalized for over 24-hours, the Company will immediately report the injury to OSHA. Similarly, the Company will record all workplace exposures in its OSHA-300 log

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CONFIDENTIALITY

Confidentiality of Client's Protected Information

As a CAREGiverSM for the Company, you will have access to certain confidential information regarding our clients, including information that may be subject to various privacy laws such as the Health Insurance Portability and Accountability Act ("HIPAA"), and applicable state laws and regulations. Company upholds the privacy laws and regulations that apply to our business in a variety of ways, including requiring all employees to execute a confidentiality agreement, upholding our Company privacy policy, and by educating and training our employees about the importance of safeguarding client information. As a CAREGiver for the Company, you have committed to helping us uphold our privacy obligations to our clients, including signing a confidentiality agreement with Company. We depend on you to safeguard any confidential information you obtain through your employment with Company, including protecting and safeguarding any personally identifiable information or protected health information about our clients such as:

- Client's name
- Client's address, city, state, zip/postal code
- All elements of dates (Date s/he became a client, birth date, date s/he was admitted into a hospital, etc.)
- Telephone number/Fax number/Email address
- Social Security Numbers
- Medicare number/long-term care insurance policy number
- Medical history (Diagnosis)
- VIN numbers and license plates
- Full face photographic images

The following are Company's guidelines for our employees regarding the handling and safeguarding of confidential information:

- During your shift with a client, protect the client's information in the Client Journal if present. The Client Journal, if present, should be safely stored and secured before leaving the client's residence.
- Protect and safeguard at all times any and all client information that you include in your time journal or in other formats that you maintain in connection with providing care to the clients you serve, including your phone, laptop, tablet or other mobile devices. This information should be safeguarded from the public and family members. Please immediately destroy any client information that becomes unnecessary for providing service to the client.
- Do not discuss a client's private information, including health information, with staff during doctor's office visits and hospital visits, or with staff in a retirement community, assisted living facility, or nursing home.

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- All communication regarding appointments, office visits, or general health of the client should be addressed to the client, the client's family, power of attorney, or such other legally designated agent, so long as the client has given his/her approval to share such confidential information with such third party.
- Do not discuss the client or the client's personal health information in public or with family members. This includes sharing with anyone outside of the Company the client's name, address, phone number, or any other confidential information.
- Do not share confidential client and/or Company information through electronic communications, including through emails, text messages or instant messaging. Do not share confidential client and/or Company information through social media, including Facebook postings, Twitter, personal blogs, etc.
- Do not make a referral or coordinate any other in-home services on the client's behalf. These may include a consultation with doctors, nurses, health care personnel, facilities and providers who specialize in health-related products. If a client requests such services or appears to need such services, please contact Client Care to discuss the situation and to determine next steps.
- If you accidentally disclose confidential information to an outside third-party, please notify the Company Owner and/or General Manager immediately. We will work with you to address the potential data breach and to notify the client as necessary.

In accordance with applicable privacy laws, each Company employee always has the responsibility to maintain our client's confidentiality and follow applicable regulations. This includes only using and/or disclosing confidential information of our clients in the following scenarios or for the following limited purposes:

- Maintaining quality assurance for the client's service. Company may discuss a client's service needs with CAREGivers who provide service to such client.
- Releasing information to family members and other individuals involved in the coordination of services. **With the client's prior permission**, information may be released to the following individuals: client's designated agent, power of attorney, conservator, guardian, family members, relatives, and/or friends who have the need for relevant service information in order to support and assist the client.
- In the event of a medical emergency when the release of confidential information will benefit the client's health and well-being and will assist professionals providing service or care to the client.
- Situations of abuse, neglect and domestic violence are identified, and/or such disclosures are required by law.

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It is important that all our employees uphold these confidentiality and privacy guidelines. Like any other job responsibility, if an employee does not follow these guidelines and the requirements of his/her confidentiality agreement, such failure may result in corrective action up to and including suspension and/or termination.

If in doubt as to whether you should disclose a client's confidential information to someone, please contact Company Owner and/or General Manager to discuss the situation and to determine next steps that will help us to continue to provide quality care to our clients while upholding our privacy commitments to them.

Confidentiality and Non-Solicitation Agreement

All employees have access to highly confidential and proprietary information that must or may be maintained within the Company. To ensure that employees are fully aware of the sensitivity and need to protect this information, all offers of employment are made contingent upon an employee signing the Confidentiality and Non-Solicitation Agreement ("Agreement"). The Agreement is to be signed and returned to the office prior to employment. Employees who are in violation of this Agreement, or who do not submit their signed Agreement by the end of their first week of employment, may be subject to corrective action, up to and including termination of employment.

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CAREGIVER RESPONSIBILITIES AND COMPANY POLICES

Rules of Conduct

All employees are expected to conduct themselves and the business of the Company with the highest integrity and to act responsibly and ethically on the job. All employees are required to treat clients and co-workers in a courteous and helpful manner. If you have any doubt about what constitutes suitable behavior, please contact Human Resources.

Inappropriate personal conduct and/or failure to observe rules may subject the offender to verbal and/or written warnings, suspensions or termination depending on the nature, frequency and severity of the offense and the employee's overall work record. The Company reserves the right to determine appropriate discipline for any inappropriate personal conduct.

The Company has determined that the following (although not exhaustive) are, by their very nature, activities so harmful to the successful operation of the Company that occurrence may be grounds for immediate termination or other disciplinary action.

1. Negligence, carelessness, or acts which result, or could result, in damage to a Company, a client, or a fellow employee's property or equipment.
2. Defying the authority of a supervisor or other displays of conduct that harm Company operations or jeopardize the successful operation of the Company.
3. Willfully damaging client, Company, or another employee's property. Failure to report any property damage.
4. Unauthorized possession, use, loan, or removal of client property from client premises without their express permission and permission by the company.
5. Unauthorized possession, use, or loan of Company property.
6. Unauthorized posting of notices or any marking or defacing of walls or other Company or client property.
7. Knowingly harboring or refusing treatment of a disease, or other physical condition, which endangers other employees or clients.
8. Theft, embezzlement, dishonesty, or falsification of Company records, timecards, or reports, including but not limited to employment applications, or willful misrepresentation of facts. This includes misrepresenting time worked or not clocking out when you are not working with the client.

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9. Reporting to work under the influence of alcohol or illegal drugs; possession, sale or use of illegal drugs or chemicals while working at job sites, on Company property, or in Company vehicles; consumption of alcohol while working on job sites or in Company vehicles; consumption of alcohol on Company property, excluding Company events where consumption is explicitly permitted.
10. Carrying weapons in any Company vehicle, onto any Company property, or onto any client or job site without proper authorization.
11. Violation of any local, state, or federal law on Company or client premises, or at any other place if the violation interferes with regular attendance, individual safety, or the safety of others, or reflects upon or injures the Company's reputation.
12. Refusal or failure to perform work assigned or follow the direction or instructions of supervisors unless such assignment is later established to have been a violation of Company policy or constituted a safety hazard.
13. Striking, or threatening to strike, anyone on Company or client property, or while on Company business, or engaging in any type of a physical altercation with any employee. Provocation shall also be a violation of acceptable conduct.
14. Harassing, abusive, profane, or threatening language or conduct toward a fellow employee, client, or agent.
15. Failure to work assigned on-call duties. Failure to call or show up for assigned shifts.
16. Threatening, intimidating, or coercing behavior toward another employee or client, or otherwise interfering with another employee's work.
17. Being absent from a work area without authorization or loitering in work areas or departments.
18. Violation of the Company's No Distribution/No Solicitation policy.
19. Presence on client property during other-than-scheduled work hours without proper authorization.
20. Disclosing confidential Company or client information.
21. Failure to report any job-related injury, no matter how slight, to your supervisor; failure to complete and properly submit an Incident Report within 24 hours of a job-related injury.
22. Failure to comply with the policies set forth under the terms of any Employee Confidentiality / Non-Compete Agreement with the Company. This includes working privately for our clients or referring another person to work privately for our clients or client prospect.

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23. Making false, deceptive, or artificial entries in the books or records of the Company.
24. Accepting gifts, loans, or other items of value from clients, their families, facilities, or others in relation to work duties without proper notification to and documentation and approval from your supervisor.
25. Spending personal time with a current or former client without prior approval from your supervisor. This includes any time spent with a current or former client that you are not working on the clock for the company.
26. Bringing someone with you to work or having an additional person in a vehicle with a client while working. This also includes having another non-authorized person meet with you or your client while you are working either in public, at a facility or at the client's home. You are also not allowed to bring pets to a client's home.
27. Asking a client to change or cancel their service days or hours to accommodate you. All schedule changes must go through the office.
28. Use of your cell phone or other personal device while working or during work hours unless approved by the office in advance.
29. Leaving a 24-hour client unattended prior to the relieving CAREGiver arriving for their scheduled shift.
30. Participating in any other action is deemed not in the best interest of the Company.

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CAREGiver Personal Information

As an employee it is your responsibility to maintain an appropriate professional relationship with your client and not to cross boundaries. As a CAREGiver you should not discuss your personal information with your client or with their family members or friends. This includes but is not limited to your own personal and financial problems, your medical information, and your family situation, your rate of pay or hours you work or do not work. Do not give the client your personal information such as phone number or address. All changes in schedules must be coordinated through the office.

Failure to follow these policies may result in corrective action up to and including suspension and/or termination.

Interacting with Covered Entities -- HIPAA

We regularly interact with organizations that must abide by HIPAA regulations, such as assisted living facilities. These entities may require individuals working in their facility to abide by these regulations, including having a current TB screening on file. If you are asked to work with a client in a facility where HIPAA applies, the office will notify you and review appropriate policies with you.

Blogging and social media

Social media including, but not limited to, personal and professional web sites, blogs, chat rooms and bulletin boards; social networks such as Facebook, LinkedIn, Twitter, Four Square, Tumblr and My Space; video-sharing and picture-sharing sites such as YouTube and Instagram; and e-mail are a common means of communication and self-expression. Because online postings can conflict with the interests of the Company and its clients, the Company has adopted the following policy which applies to all employees, regardless of position or location. Breach of this policy may result in legal action and/or disciplinary action, including termination of employment.

Guidelines

The same principles and guidelines found in the Company's policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects clients, suppliers, people who work on behalf of the Company or the Company's legitimate business interests may result in disciplinary action up to and including termination.

Know and follow the rules!

Carefully read these guidelines, the Statement of Equal Opportunity Employment, and the Policy against Workplace Harassment, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of

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violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be respectful.

Always be fair and courteous to fellow associates, clients, suppliers, or people who work on our behalf. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our communications policies than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, employees, or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment based on race, sex, disability, religion, or any other status protected by law or company policy.

Be honest and accurate.

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the Company, fellow employees, clients, suppliers, people working on our behalf, or competitors.

Post only appropriate and respectful content

Maintain the confidentiality of the trade secrets and private or confidential information of the Company. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology, as well as operational manuals and standards, training materials, new service plans, vendor negotiations, marketing and media plans, test market data, or product specifications. Do not post internal reports, policies, procedures, or other internal business-related confidential communications.

Do not create a link from your blog, website, or other social networking site to our website without identifying yourself as a Partner in Care dba Home Instead employee.

Express only your personal opinions. Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Company, fellow employees, clients, suppliers, or people working on the Company's behalf. If you do publish a blog or post online related to the work you do or subjects associated with the Company, make it clear that you are not speaking on the Company's behalf. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of Partners in Care dba Home Instead."

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Using social media at work

Refrain from using social media while on work time or on equipment we provide unless it is work-related as authorized by your manager or consistent with the Company Information Systems and related policies. Do not use your Company email addresses to register on social networks, blogs or other online tools utilized for personal use.

Retaliation is prohibited.

The Company prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Media contacts

Employees should not speak to the media on the Company's behalf without contacting the Human Resources Department. All media inquiries should be directed to them.

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EMPLOYMENT POLICIES

CAREGiver Probationary Period

The first 90 days of any CAREGiver employment is considered a probationary period. During this time, CAREGivers are required to work as scheduled and provide a minimum Availability of at least 20 hours per week including two weekend shifts per month. Time off requests will not be honored until the probationary period is over. If you previously requested time off in the hiring process, those days will still be granted. This availability will need to stay the same during this time. We hire based on your availability.

Work Assignments

The Company reserves the right to assign CAREGivers to a client based on availability, reliability, skill level and compatibility. The Company makes great efforts to properly match CAREGivers to clients based on personalities and interests.

The Company cannot guarantee employment based on the location of a client or the number of work hours available. When serving any client, the assignment is considered temporary. Situations may arise that result in relocation of a client to an assisted living or skilled care facility. These situations can adversely affect work hours for an employee; therefore, we cannot guarantee a specific number of hours for any CAREGiver.

Sometimes initial matches are not the best for one or both parties. A client may request a different CAREGiver. You may request to be withdrawn from an assignment. If so, an attempt will be made to develop a solution that is acceptable to all parties. If a solution is not satisfactory to both parties, the Company will work diligently to make a change. However, it is necessary that you continue with the assignment until a replacement is found. Failure to help make a smooth service transfer could result in a loss of work for another CAREGiver, a loss of our much-needed service for the client, and a loss of income for the business.

All assignments are made through the office without exception. If you need to alter your schedule, you must notify the office. If a client requests a schedule change, the client must contact the office.

Scheduling and Availability

We will contact you regarding clients based on the most current information we have on file for you. It is your responsibility to update the office promptly with any changes in availability. Refusing shifts within your availability may adversely impact your employment. All changes in availability require a two-week notice in writing utilizing the Availability form so we can properly schedule services for our clients.

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If, at any time, you are not on the schedule and/or have not worked a scheduled shift with a client for a period of 30 days, your employment may and can be terminated. The office will make every effort to have you a schedule based on your availability, your skill level, and your location. If you choose to not accept work that is in your availability, if you choose to not communicate with the office and/or your scheduler, if you choose to just work PRN and shifts are not available, your choices can and will affect your employment with the company. Every effort will be made to notify you that this “30 day of not working” is approaching so that you can accept work and to get yourself on a recurring schedule to keep your employment active with this company.

Office Hours

The Company’s office hours are 8:30 a.m. to 5:30 p.m. Monday through Friday. A staff member is on call after hours during the week and on the weekend for emergency purposes only. Please call during regular business hours of 8:30 a.m. to 5:30 p.m. Monday through Friday for all non-emergency questions or concerns.

A staff member always carries a cell phone for emergencies and schedule changes. In such cases, when you need to reach a staff member outside of the Company’s normal business hours, simply call the regular office number and your call will be forwarded to the cell phone of the on-call staff member.

Reasons to call during non-office hours:

- If you are unable to arrive to your client’s home as scheduled.
- If you arrive at your client’s home and no one answers the door (do not go home).
- If it is a 911 emergency, call 911 first, and then contact the on-call staff member.
- There is a significant change in your client’s condition.
- You cannot clock in for the start of your shift.

CAREGIVER JOB DUTIES

A CAREGiver job description was provided to you during your New Hire Orientation. Please refer to this for an outline of your job responsibilities. If you have a question about job duties, please contact the office.

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Breaks

Meal breaks and other breaks are not required to be given and as a result we pay CAREGivers for their entire shifts and do not deduct for breaks or meals. Due to the nature of our business, we cannot guarantee anything specific for meal or break periods as client's needs and length of shift vary considerably. In general CAREGivers are not expected to take any breaks during their assigned shifts. We suggest you bring your own meals to the client's home and either eat when the client eats if that is agreeable to the client or ask the client when and if you can take a break. Breaks should be kept to a minimum as the client is paying for all the hours you are with them. If you have special needs, please take this into consideration when accepting shifts and/or discuss your needs with the office prior to accepting the shift.

Smoking

Smoking is not permitted while you are scheduled with a client, even if the client smokes. Smokers are encouraged to use breath mints regularly and clothing should be well-aired and free of smokeodor.

Electronic cigarettes and vaping are considered smoking and are treated as such under our smoking policy. The same guidelines as above apply to electronic cigarettes.

Communication

Prior to serving a new client you will be briefed on the services the client needs. It is your responsibility to read the client profile prior to arriving for your shift so you are familiar with the client, the requirements, expectations, and any important information pertaining to that client. If you have doubts about anything the client is requesting that you do, please call the office.

You are expected to maintain an attitude of caring, consideration and personal interest in each client you serve. You are expected to treat all clients with dignity and respect and patience. *If any significant physical, mental, and/or emotional change in a client occurs, you must immediately report this information to the Client Care Coordinator or office.* Client problems of any nature must be reported to the Company immediately for review and counseling.

Client Activity Documentation

You are required to document all activity and tasks completely and accurately in the Telephony system or the Wellsky App for all shifts worked. Certain clients may require paper notes for tasks for insurance purposes which must be returned to the office in a timely manner. All documentation should be factual and be done objectively without opinion.

Client Concerns

Client concerns about another CAREGiver should be directed to your supervisor.

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Emergency Responsibilities

In the event of an emergency or natural disaster, your safety needs and those of the client are your top priority. You are responsible for the client, so always remain with him or her, including during an evacuation, until another responsible party arrives.

Transportation

When driving or running errands for a client you must maintain a valid driver's license and automobile insurance. Proof of valid driver's license and automobile insurance must be provided to the office on an on-going basis. Personal auto policies vary from carrier to carrier. In the event you are in an accident while providing transportation or running errands, your own personal auto coverage will be primary. When that limit is exhausted, the Company's Non-Owned Policy will be secondary. You may contact your insurance agent to inquire more about Business Use exclusion. A good rule of thumb is that the insurance follows the vehicle. To understand the specifics on your auto policy, please check with your insurance agent.

It is your responsibility to keep your auto insurance and driver's license current. Failure to do so could result from suspension of shifts. Motor vehicle checks will be done annually throughout the length of your employment. When the employee's automobile is used during scheduled work assignments the CAREGiver will be reimbursed for each mile driven in the course of service for a client during the shift. (This is only to include mileage incurred for a client, **not including** mileage to and from a client's home.) Mileage must be documented by the CAREGiver.

You may not provide transportation for anyone other than the client, including spouse, children, grandchildren, friends, etc.

To be eligible to provide transportation you must meet all the following guidelines:

1. Possess a current Driver's License in the state in which you currently reside.
2. Have no limitations that would interfere with safe driving.
3. You may only transport a Home Instead designated client in your personal vehicle, and you must always drive.
4. Always use seat belts while providing transportation for Home Instead.
5. Maintain a smoke-free environment when transporting Home Instead designated clients.
6. Never be under the influence of alcohol or any drugs, including prescribed medication which may impair your ability to drive safely.
7. Maintain the minimum automobile liability and medical coverage as required by law in the State.
8. Report any traffic violations and offenses immediately to your supervisor throughout the duration of my employment with Home Instead.

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Attendance/Punctuality

It is important that you make every reasonable effort to report for your assigned shift on or before the scheduled time. Consideration should be given to weather and traffic conditions, as well as the familiarity of the client's location. Our clients depend on us to maintain their quality of living, and in some cases their wellbeing is dependent on the CAREGiver being there. Absenteeism or tardiness may result in corrective action up to and including suspension and/or termination. Failure to properly clock in and out for your shifts will lead to corrective disciplinary action up to and including termination.

To provide the best service for our clients, calling off for a shift should be avoided. If an emergency or illness requires you to call off a scheduled work shift, please do so as soon as possible so the client may be informed and the shift re-staffed. The following are the minimum times for calling off a shift.

- For any shift over 4 hours, the employee must call in at least 8 hours before the start of the shift.
- For all other shifts, the employee must call in at least 4 hours before the start of the shift.
- To call-off from a scheduled shift, you **MUST** call the office and **TALK TO A PERSON**. You cannot call-off from a shift by 1. Sending a text message, 2. Sending an email, and 3. Leaving a recorded voice message. If you leave a voice message and you do not get a return confirmation call, you **MUST** call again until you **TALK TO A PERSON**.
- Any employee that calls in sick for 3 consecutive shifts must provide Human Resources with a letter or return to work certification from the employee's doctor stating the employee is able to return to work.
- If an employee calls in without proper notice as defined above, he/she must present documentation explaining the reason for the absence to Human Resources immediately upon the employee's return to work. If sick, the employee may be required to provide a letter or return to work certification from the employee's doctor stating the employee was seen and/or is able to return to work.

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The Company desires to provide excellent service to all clients and create a stable and positive work environment. Therefore, the following rules regarding attendance must be followed.

Absence is defined as the failure of an employee to report to work during the employee's scheduled work period. There are two types of absences, each having its own guidelines.

1. Scheduled Absences are reviewed by a Company Representative upon submission of a Time-Off Request Form in advance and are for planned events, such as a vacation, medical appointment, military service (other than military leave under the FMLA), jury duty, or other event that cannot be scheduled outside of an employee's regular work hours. In order to be approved as a "scheduled absence," a Time-Off Request Form must be submitted to the Company at least 14 days in advance of the anticipated absence (even if you aren't scheduled with a client) and you must receive an approval email from the Company for the time-off request to be valid. Time-Off Requests are granted based on the length of advance notice (first-come, first-serve) and are limited as to the number of people who can be out at any one given time. Properly scheduled absences are excused and do not impact your attendance record.
2. Unscheduled Absences are for unplanned events, such as an illness (not covered by the FMLA), family emergency, transportation emergency, family member's illness (not covered by the FMLA), and death in the family, or household emergency (i.e. flooding) that cannot be foreseen and requires absence from work. Unscheduled absences will impact your attendance record. Employees must notify the Company of an unscheduled absence as soon as the employee discovers they will not be able to report to work as scheduled. Failing to report to work without notifying the office will result in immediate termination..

Excessive absenteeism is defined as three or more periods of unscheduled absenteeism in any 90-day period. Two or more consecutive sick days (not covered by the FMLA) will be considered one absence.

To call-off from a scheduled shift, you MUST call the office and TALK TO A PERSON. You cannot call-off from a shift by 1. Sending a text message, 2. Sending an email, and 3. Leaving a recorded voice message. If you leave a voice message and you do not get a return confirmation call, you MUST call again until you TALK TO A PERSON.

If you miss three or more days of work, you will be required to provide a doctor's note clearing you to return to work.

Chronic excessive absenteeism or lateness will result in disciplinary action up to and including termination.

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Dress Code Policy

A neat, clean, professional appearance is always required. Your personal hygiene is also extremely important, as you will work closely with clients.

Scrubs or HOME INSTEAD polos shirts with dark khaki pants are the required uniform unless otherwise informed by the company or it is in the client profile. When working for a client that requests that you not wear scrubs, you may wear dress slacks, khaki-style slacks, or capris (knee length or longer). Low-heeled dress shoes, athletic shoes, and dress sandals are appropriate if the toes are covered. It may be necessary to consider comfortable, appropriate attire for cleaning duties, but you must still adhere to the dress code policy. Employee ID badges should always be worn when working in a client's home or a facility.

All Home Health Aides are required to wear scrubs or a purple HOME INSTEAD Polo shirt with dark Khaki pants (no leggings, jeans, sweat or yoga pants) or when on assignment with his/her clients. Scrubs should fit properly (not too baggy and not too tight) and should be clean and free of wrinkles.

You will be notified by your staffer, prior to your shift, if the client prefers that you wear clothing other than scrubs. Short shorts, jeans, yoga pants, offensive tee shirts, logo tee shirts, tank tops, tube tops, flip-flops, and any other attire that would be considered casual are prohibited.

While on assignment with a client, all Home Health Aides are required to:

- Wear his/her ID badge.
- Wear closed toe shoes. Shoes are not to be removed unless approved by the office prior to removal.
- Remove all body piercings. Piercing of the earlobes is the only exception and earrings must be small and appropriate.
- Cover all tattoos. Band aids, make-up and/or long clothing should be used for this purpose. No tattoo is to be visible when working.
- Refrain from using strong perfumes and/or lotions.
- Keep hair short or put long hair up in a ponytail/bun.
- Apply make-up sparingly or not at all. If used, colors should be light and complement the employee's skin tone, making a natural appearance. Heavy eye make-up should not be used.
- Keep your fingernails short and clean.** Artificial nails are acceptable if they are well manicured and kept at a short length. Inappropriate nail lengths that are a safety hazard to clients are prohibited and must be addressed or can impact your ability to work with clients. Repeat offenders may be subject to disciplinary action.
- Remember that hygiene is a priority. Proper bathing and use of deodorant are essential in working with the clients.

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- Refrain from smoking in your vehicle and/or refrain from being around someone smoking before going to a client's home; ensure that smoke is not evident on his/her clothing, hands, hair, or face before arriving at a client's home. All clothing must be kept well aired and free from the smoke odor.

You are expected to follow the dress code as stated in this policy as part of your employment with the Company. Deviation from this policy may adversely affect your employment status and may be grounds for disciplinary action up to and including termination.

Inclement Weather

We require that all CAREGivers go to their scheduled assignments in inclement weather conditions. Many of our clients need services daily, no matter the weather conditions. If a CAREGiver cannot go to their shift during inclement weather, then it will be considered as a call off. We suggest you use extreme caution when driving and allow yourself ample time to get to your shift.

Phone/Internet Usage

Other than clocking in and out from your client's phone to document your arrival or departure from a shift, personal phone calls from the client's phone are prohibited. Cell phones should not be used to make personal calls, except in emergency situations.

The use of a client's computer and/or Internet usage is prohibited during work assignments unless you are assisting a client with his/her computer or Internet needs.

In addition, you agree that, where required by law, you consent to have your communications recorded and stored by the Company or other third-party vendors for the Company's business purposes. Furthermore, you consent to such recordings being accessed and shared by the Company, its representatives and such other third parties on a need-to-know basis in connection with the Company's business purposes.

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Injuries and Incident Reporting

If you are injured on the job, notify your supervisor immediately. To ensure you get the care you need, it is critical that paperwork documenting on-the-job injuries be completed properly and accurately and within 24 hours of the injury. Incident reports are available in your HHA notebook, at the office or on the www.volusiacaregiverconnection.com website.

If a client has an injury or incident, you must notify the office and complete an Incident report within 24 hours.

Gifts and Tips

If a client wishes to give you a gift or money, please explain that you are paid for your service, and politely refuse. If the client insists on giving you one of her possessions or a gift, you must contact the Home Instead franchise office for approval and documentation. If appropriate, your supervisor will provide the client with a gift form to be completed and returned. This procedure is for your protection in case the client is unable to remember giving you the gift.

Training Requirements

All CAREGivers are required to complete certain required training prior to their start date and are required to complete continuing training on an annual basis. Failure to complete the training in accordance with the guidelines may adversely affect wage increases and bonuses and may also result in corrective action up to and including termination of employment. All New Hire Orientation and assigned training is paid at minimum wage. All future training is paid at CAREGiver's regular rate of pay.

CAREGiver Meetings

CAREGiver meetings are held once per quarter. These meetings are part of your on-going training program. There will be other activities, events, and meetings held periodically throughout the year for your education and enjoyment. CAREGivers are strongly encouraged to attend CAREGiver meetings during the year if they are not scheduled to work.

Requesting Time Off

Flexibility is one of the many benefits of being a CAREGiver. We do, however, require you to contact the office in advance when you are unavailable for work whether you are scheduled or not. We require at least two weeks' advance notice to allow us to find a suitable replacement and to contact the client. All requests for time off must be submitted in writing using a TIME OFF REQUEST form. You must request time off two weeks in advance even if you are not scheduled with a regular client or working on the days you need off (except for documented and approved emergency situations). All requests for time off will be considered to meet the needs of our clients and will be granted on a first come first-serve basis.

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Company Property

You will be issued a CAREGiver Binder, an ID badge, a set of scrubs or HOME INSTEAD Polo shirt and various other materials for use during your employment. At the conclusion of your employment, you are responsible for returning any Company property before you receive your final paycheck. You are required to reimburse the Company for any materials not returned. This may be done by a payroll deduction.

Corrective Action Policy

It is your responsibility to be reliable and dependable, and to follow established work policies. Violation of work policies may result in corrective action including termination of employment.

The Company's own best interest lies in ensuring fair treatment of all employees and in making certain that corrective actions are prompt, uniform and impartial. The major purpose of any corrective action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future. By using corrective action, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and the Company. However, the Company recognizes that there are certain types of employee or performance issues that are serious enough to justify final warnings or termination, without going through further corrective action steps. Thus, in some circumstances, a violation of work policies may result in immediate termination of employment for the first offense.

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COMPENSATION AND PAYDAY

The Company classifies each employee as “exempt” or “non-exempt” in accordance with the Fair Labor Standards Act (“FLSA”) and applicable state law. CAREGivers are classified as non-exempt employees. Non-exempt employees are paid an hourly rate for actual time worked. Non-exempt employees are entitled to overtime pay of one and one-half times their regular hourly rate of pay for any time worked over 40 hours per work week (12:00 am Sunday through 11:59 pm Saturday). Advanced approval to work overtime is required. Prior to working overtime, you must receive approval from your supervisor.

The hourly rate of pay is based on each ¼ hour. Hours should be rounded to the nearest ¼ hour, documented and called in as such.

Time Keeping/Reporting

Each employee must keep a daily written record of the hours worked for each client. At the beginning and end of each shift you will clock in and out using the telephony system or the WellSky/WellSky App.

- Failure to call your hours in may result in a delay in receiving your paycheck or
- Disciplinary action including Verbal or Written Warnings up to and including termination for chronic violations.

Any CAREGiver who is found to falsely report hours or the type of service provided is subject to termination.

Pay Day

Payday will be on the 7th and the 22nd of each month. The pay periods are the 1st through the 15th and the 16th through the end of the month. You will be paid on the 22nd for the 1st - 15th pay period. You will be paid on the 7th for the pay period that begins on the 16th and ends on the last day of the month.

Direct deposit of your paycheck is required. The office does not have paper paychecks. You must complete the direct deposit form prior to having your paycheck directly deposited. A copy of a voided check or a direct deposit form printed from your back is a great way to confirm that we have your correct routing and account numbers.

Paycheck stubs for direct deposit will be emailed if the CAREGiver has provided the Company with an email address. The email is password protected. The password is the last four numbers of your social security number.

Most wages are tracked automatically in WellSky. However, there may be times that there may be misreporting or discrepancies in calculating wages earned. Reporting discrepancies is the

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responsibility of the employee. You are responsible for verifying that all time worked for Home Instead is reported properly and that you are compensated correctly.

Upon receipt of your paystub, please review your actual time worked (including all categories of pay). Should you notice any discrepancies, please use the Payroll Reporting form to inform the office of any error. We must receive this form to make any appropriate corrections to your pay. Any monies owed or due will be processed on the following paycheck.

It is suggested you set up a separate folder in your email to save your pay stubs as this information is more detailed than what you can obtain from the office or the website.

You must not discuss pay rates with clients.

Pay Increases

To be eligible for hours pay rate increases CAREGivers must meet the minimum requirements of 20 hours per week of availability with at least two weekend shifts per month and be in compliance and good standing for attendance and work performance to be eligible for pay increases.

Travel Time

Time spent traveling between client homes during the same workday is generally considered compensable time under the federal FLSA. Where a CAREGiver goes to another location in between shifts (such as their own home or to run an errand), instead of traveling directly from client home to client home, we will use a third-party estimate of the time it would take for a direct trip. We have found these third party estimates to be very accurate, but if you believe that the trip takes longer, or if there are unusual circumstances (e.g., traffic jam, accident) which result in more travel time, you must report these issues at the end of your Wellsky telephone task that day, so that payroll adjustments, if necessary, can be made. We want to be sure we are paying you appropriately for this time.

Wait Time

If you are scheduled for more than one client on a given day with less than 1 hour between the shifts, you will be compensated at minimum wage for the time between shifts. Any wait time paid would preclude travel time also being paid.

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Miscellaneous Expenses

Any additional miscellaneous expenses incurred during a shift must be approved by the client in advance and must be reported to the office immediately (i.e., client sends you to the store to pick up a few items and gives you \$10.00, when you finish checking out the bill comes to \$12.50 so you pay \$2.50 out of your pocket). If the client does not reimburse you, mail or drop off the receipt at the office to be reimbursed. Report the miscellaneous expense to the office when you report your hours for that shift. The Company will reimburse you for the miscellaneous expense on your next paycheck and bill the client. Where necessary CAREGivers may be required to keep expense logs for clients documenting all expenses and kept with all receipts for those expenses so all monies can be accounted for properly.

CAREGIVER VACATION/LEAVES

Vacation Benefit

The CAREGiver Vacation Benefit is meant to reward the loyal, hard-working CAREGivers of Home Instead.

- Eligibility
 - Must be an active employee in good standing for at least one year.
 - Must have all required documentation in compliance.
 - Must have worked in the past 90 days.
 - Must have worked an average of 20 hours per week during that year.
- Determination of eligibility and pay.
 - At the anniversary of the hire date of the employee, office staff will determine the number of hours worked during the year. They will divide that number by 52 (the number of weeks in a year) to determine the average number of hours worked per week. If you are eligible for vacation pay it will show on your paycheck stub the first of the month after your anniversary month. For example, if your anniversary is 7/15 your vacation pay will be available on 8/1 and it will be displayed and tracked on your paycheck stub as you use the vacation pay.
 - The maximum number of hours to be used in calculations will be 40 hours per week (2080 hours per year) vacation is not paid on overtime hours.
 - Pay rate is your current Home Health Aide wage. Overtime wages are not included in the calculation.
 - The number of paid vacation days is determined by the average number of hours worked per week. In the first year, a CAREGiver may earn up to five paid vacation days. An additional “day” is added for each year the CAREGiver is employed and meets the eligibility requirements outlined above. A “day” is defined as the CAREGivers average day for the year. The maximum number of days that may be earned is nine.

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Average Hours/Week	Number of Days Off
20 to 27 hours	3
28 to 33 hours	4
34 to 40+ hours	5 days

- The Vacation Benefit must be used in eight-hour increments and taken as vacation days from CAREGiving duties to allow you to refresh and recharge.
 - Vacation time must be used between the anniversary date and the next anniversary. Any unused time will be lost; it will not roll over into the next year.
 - VACATION PAY MUST BE REQUESTED AT LEAST TWO WEEKS IN ADVANCE USING THE TIME OFF REQUEST FORM. Vacation pay will not be paid otherwise although you may still request unpaid time off.
 - Vacation pay will not be granted from November 15 to December 31.
 - If a CAREGiver leaves the employ of Home Instead, either voluntarily or involuntarily, then the CAREGiver forfeits the vacation benefit.
- Example
- CAREGiver worked 1400 hours during the first year. 1400 divided by 52 weeks equals a Vacation benefit of 26.93 hours (27 hours, rounded up if over .5 hours). This CAREGiver will take four days off work and be paid for a maximum of 27 hours (3 eight-hour days and one three-hour day).

YOUR WILLINGNESS TO PICK UP EXTRA SHIFTS WHEN ASKED WILL ENSURE THE SUCCESS OF THIS PROGRAM. HELP OTHERS WITH THEIR TIME OFF AND THEY WILL HELP WHEN YOU TAKE TIME OFF.

Sick Leave

The Company provides no paid sick leave. You must inform the Company in advance of any leave you need for recovery from illness or injury. Cancellation of shifts must be done in extreme circumstances only, and as much notice as possible should be given to the Company. All illnesses or emergencies that interfere with work assignments must be reported to the office at least eight hours prior to the start of a 24 hour or overnight shift and four hours prior to the start of all other shift to allow the office enough time to fill our responsibility of care to the client. Repeated shift cancellations may result in corrective action up to and including suspension and/or termination. If you are sick for three or more consecutive days, you must submit a doctor's note certifying that you are able to return to work. Your doctor's note must indicate if you are cleared with no restrictions or if there are restrictions they must be listed (if you do have restrictions the company and the CAREGiver will discuss to see if we are able to safely accommodate your restrictions).

Leaves of Absence

All CAREGivers who meet eligibility requirements are eligible to request a leave of absence. All requests will be reviewed and approved on a case-by-case basis. CAREGivers may request a leave

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of absence from their position due to disability, family medical situations, or military service. The Company complies with all federal, state, and local laws pertaining to protected leaves of absence.

In addition, employees may request unpaid personal leave. Personal leave is granted at the discretion of the Company and requires the approval of management. Approval for personal leave will be based on the employee's workload, responsibilities, job performance, and length of service.

Human Resources will work with CAREGivers and their managers to coordinate any approved leave of absence and extended leave. A CAREGiver should request a leave of absence in writing and submit it to the Service Manager or Human Resources Department at least two weeks before the leave is to begin, or as soon as possible if two weeks is not practical. Human Resources will coordinate all leaves of absence.

CAREGivers may request an extension to their approved leave, and these requests will be reviewed on a case-by-case basis. CAREGivers who fail to return to work on their scheduled return-to-work date and who have not obtained an extension or contacted the General Manager may be subject to immediate termination.

Family or Medical Leave

Under the Family and Medical Leave Act of 1993 ("FMLA"), employees may be eligible for up to 12 or 26 weeks of unpaid leave depending upon specific circumstances. To be eligible for this leave, you must (1) have been employed by us for at least 12 months; (2) have worked at least 1,250 hours during the 12 months immediately preceding commencement of the leave; and (3) be employed at a location where 50 or more employees are employed or a location where there are 50 or more employees within 75 miles of your location. The different types of leaves are described below.

An eligible employee shall be entitled to a total of 12 workweeks of leave during any 12-month period for one or more of the following circumstances:

1. Because of the birth of a son or daughter of the employee and to care for such son or daughter.
2. Because of the placement of a son or daughter with the employee for adoption or foster care.
3. To care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
5. To handle various non-medical "qualifying exigencies" arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on "covered active duty" status.

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Examples of “qualifying exigencies” arising out of the covered active duty, which may qualify for this type of FMLA leave include, but are not necessarily limited to: (a) short-notice deployment (seven calendar days or less); (b) military events and related activities; (c) childcare and school activities; (d) making financial and legal arrangements; (e) counseling sessions for the employee, the covered military member or for a child or dependent; (f) up to fifteen days of leave to spend time with the covered military member who is on short-term, temporary rest and recuperation leave; (g) post-deployment activities; (h) parental care leave to care for a military member’s parent who is incapable of self-care when the care is necessitated by the member’s covered active duty (including arranging for alternative care, providing care on an immediate need basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility); and (i) other events and additional activities that arise out of the military duty if we agree these qualify.

In calculating entitlement to FMLA leave, the 12-month period is determined on a “rolling” basis, measured backward from the date an employee uses any FMLA leave. Under this method, each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months.

For example, if you used eight weeks of FMLA leave beginning February 1 and needed FMLA leave again on December 1 of the same year, the Company would look back 12 months from December 1 of that year to determine how many of your 12 weeks you had already used. In this case you would have used eight weeks and, therefore, would have four remaining weeks to use as of December 1.

Employees on leave for a condition or injury covered by Worker’s Compensation will be required to take FMLA leave concurrently with that Worker’s Compensation leave.

Servicemember Family Leave – Additional leave time may be provided for the spouse, son, daughter, parent, or next of kin of an injured or ill “covered Servicemember” or “covered veteran” who is undergoing medical treatment, recuperation, or therapy, is otherwise on outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered Servicemember or covered veteran may be entitled to a total of 26 workweeks of leave during a 12-month period to care for the injured or ill Servicemember or veteran. Leave to care for an injured or ill covered Servicemember or veteran, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period.

For Servicemember Family Leave, the single 12-month period begins on the first day of the leave.

Notice and Certification – In the case of foreseeable leave, you must provide 30 days advance notice, if possible. If 30 days’ notice is not possible, notice must be provided as soon as possible. If it is necessary for you to take leave to obtain planned medical treatment, you must make a reasonable effort to schedule the treatment, so it does not disrupt our operations.

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In some cases, you may need to leave on only an intermittent basis. In those cases, you may be assigned to an alternative position which better accommodates your intermittent absences.

In the case of leave due to the serious health condition of you or your spouse, child, or parent, you will be required to provide appropriate medical certification. This certification must include information such as the date the serious health condition commenced; the probable duration of the condition; the appropriate medical facts within the knowledge of the health care provider regarding the condition; and, in the case of your own serious health condition, a statement from a health care provider that you are unable to perform your job duties. In addition, if your leave is to care for a family member, the health care provider must indicate that you are needed to care for the family member and provide an estimate of the time you will be needed.

In the case of Servicemember family leave, you must provide appropriate certification to confirm the family member is a "covered service member." This certification must include information such as the date the serious injury or illness commenced, the probable duration of the serious injury or illness, and the appropriate medical facts within the knowledge of the health care provider regarding the condition. In addition, the health care provider must indicate that you are needed to care for the covered service member and provide an estimate of the time you will be needed, and if the individual is a covered veteran, confirmation that the military member is a veteran, the date of separation, and whether the separation was other than dishonorable.

In the case of military "qualifying exigency" leave or Servicemember family leave, you will be required to provide appropriate documentation and certification of the need for leave and certain details related to the leave, including but not limited to, where applicable, a copy of the military member's Rest and Recuperation leave orders, or other documentation issued by the military setting forth the dates of the military member's leave.

Return to Work and Benefits – Upon return from your leave, we will reinstate you to your former position or to an equivalent position. If you are returning from a leave due to your own serious health condition, you must provide a note from your doctor releasing you to work.

Any group insurance you had prior to leaving will continue during the term of your leave on the same basis as if you were not absent from work, including your obligation to pay your normal portion of the premium. Please note that if you fail to return from your leave, we may recover from you the cost of any premiums paid on your behalf to continue insurance coverage.

It is impossible to cover all aspects of family and medical leave in this policy. Therefore, when you determine that you will need to take leave under this policy, please contact Human Resources for additional details. For further information, you may also refer to the Federal Department of Labor's "Employee Rights and Responsibilities" notice, a copy of which is attached hereto.

We provide a leave of absence for any employee needing leave to serve in the military. Generally, this leave is unpaid unless applicable law provides otherwise. Employees may opt to use vacation

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they may have earned. If you need military leave, please contact your supervisor as soon as possible. The Company will comply with all applicable state and federal laws regarding military leave.

Military Leaves of Absence

Employees who leave their jobs voluntarily or involuntarily to enter any branch of the Armed Services, are eligible for a military leave of absence in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 and other Veterans' rights statutes. A certificate relating to satisfactory completion of military services or other supporting documentation is required for reemployment.

Employees who are military reservists or are members of the National Guard will receive time off to attend regular encampments, which are normally two weeks of active training. Supervisors should be notified as far in advance as possible of the reserve training commitments.

Funeral Leave

In the event of death in the immediate family of an employee, the employee shall be granted unpaid leave for up to 5 consecutive workdays. The intent of this policy is to ensure that employees arrange time off, in advance, with their supervisor for the necessary funeral leave.

The immediate family includes parents, grandparents, parents-in-law, spouse, children, legal wards, legal guardians, brothers, and sisters. When deemed appropriate, the employee's staffer may make special family considerations.

Jury Duty

Any CAREGiver who is called for Jury Duty will be excused from any scheduled assignments during that time. As much advanced notice should be given as possible. Documentation regarding Jury Duty should be submitted to your supervisor within a reasonable amount of time. Any lost wages during your time served as a juror will not be compensated.

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BENEFITS

Holidays

Hours or shifts worked on the seven holidays and two holiday eves (for hours worked after 5:00pm on holiday eves) are recognized by the Company and will be compensated at time and one half. These holidays are:

New Year's Day,
Easter Sunday,
Memorial Day,
Independence
Day, Labor Day,
Thanksgiving,
Christmas Eve after 5:00pm,
Christmas Day,
and New Year's Eve after 5:00pm.

Employees are required to work their schedule on all holidays unless told otherwise. In some instances, CAREGivers may be asked prior to the holiday if they would consider changing their scheduled day to accommodate a client who is unwilling to pay time and a half, so the CAREGiver and Client do not lose the shift.

Bonuses

The Company offers CAREGiver and/or Client Referral bonuses if you meet the qualifications. Other bonuses may be applicable depending on programs in place at the time.

Company Paid Minimal Essential Healthcare Coverage

The company will provide minimal essential Healthcare coverage for CAREGivers who meet the requirements to participate. Presently to qualify for this coverage CAREGivers must have worked on an average of 130 hours per month for the prior 12-month qualification period.

CAREGivers who are eligible may enroll in the plan if they qualify. If a CAREGiver wishes to waive this coverage due to having subsidized coverage in the Marketplace or coverage through Medicaid or a spouse plan or Veterans benefits etc., they may do so.

Supplemental Benefits Additional supplemental benefits are available at your own expense through payroll deduction if you meet the requirements to participate. Information on these plans can be obtained through Human Resources.

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EMPLOYEE SEPARATION

The Company hopes that its relationships with employees are long-term and mutually rewarding. All employment relationships with the Company are on an at-will basis. Therefore, the Company reserves the right to terminate an employee's employment with the Company at any time, with or without cause or notice.

Should you want to be eligible for re-hire at Home Instead, you must submit a two week notice to the office, in writing or verbally, complete all assigned shifts during that period and have left the company in good standing.

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IMPORTANT CAREGIVING GUIDELINES

- All clients are to be addressed by their last names (such as Mrs. Jones) unless otherwise instructed by the client.
- When answering the telephone in a client's home you must identify yourself by first name, for example, "Hello, Smith residence, Delores speaking". Personal use of the client's phone is reserved for emergencies only. You must never give your phone number to a client or their family members.
- We provide light housekeeping services by maintaining an already clean home. We do not allow deep cleaning or scrubbing. If a client requests cleaning of drapes, blinds, showers, ceiling fans, or hard to reach areas, please ask them to contact our office.
- All CAREGivers have a 25-pound lifting restriction. To prevent injury to you, you may not transfer a client or lift a client if they have fallen. Please contact the office if you have any questions regarding this area.
- We can provide a safe bathing environment and assist the client to and from the bath area if needed and any required bathing assistance.
- We provide dressing assistance if needed. You may assist in getting socks and shoes on, and assist pulling up slacks or buttoning blouses, or any additional assistance they may need.
- We provide medication reminders and monitor that medications are taken. No injections may be given, or other medical procedures performed.
- We can assist the client to and from the bathroom and stabilize them while they are using the bathroom. You can provide peri-care or perform personal hygiene cleaning.
- Protection from bodily fluids is a primary concern for everyone's safety. Gloves should be used when contamination is inevitable.
- We can polish fingernails only. Due to medical concerns, trimming or filing of nails is prohibited.
- No massages are to be given. This is for trained personnel only.
- If the client wants you to have a key to their home, you must let the office know. We will let the clients know that we are unable to have access to their key but suggest a lockbox.
- If the client wishes to give you anything including money, gifts, or discarded items, you must first notify the office. We will provide a Gift Form for you and the client to complete. The Gift Forms are for your protection to ensure that both parties agree to this transaction.
- Smoking is not permitted at any time during your scheduled shift. We want your full attention to be with a client during those times you are scheduled with them.
- We are not allowed to rake leaves, trim branches, mow lawns or climb ladders. If it is a light

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dusting, then we can use a broom to sweep the outside stairs. Please contact the office if your client insists that you do these services.

- All CAREGiver meals for the duration of the shift are to be furnished by the CAREGiver. Clients may provide meals on an invitational basis but should not be expected. All CAREGiver meals in a community is at the expense of the CAREGiver.
- No children, spouse, relative, friend, or pet may accompany a CAREGiver to an assignment.

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EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employer must 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 must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and

a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. 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 may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Wage and Hour Division



WHD Publication 1420 - Revised February 2013

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CAREGIVER HANDBOOK ACKNOWLEDGMENT OF RECEIPT

I acknowledge that I have received a copy of the CAREGiver Handbook from Partners in Senior Care, LLC d/b/a an independently owned and operated Home Instead franchise (the “Company”) outlining the Company’s policies, benefits, and employee responsibilities. I understand that I am responsible for reviewing the information contained herein and will seek clarification or verification where necessary.

I understand the Handbook is not designed to provide specific practices or policies for every situation. I also understand the Company reserves the right to interpret, amend, modify, correct, cancel, or discontinue the policies, or any of their terms, at any time.

I understand that:

- Because of the nature of the Company’s business, no amount of work can be guaranteed.
- I must maintain contact with the Company’s office on a regular basis during any period of employment when I do not have work assignments.
- If I fail to contact the Company every 30 days following an assignment during periods of no assignments, I will be considered to have voluntarily resigned from my position with the Company.
- If I fail to work a shift for 30 days, I will be considered to have voluntarily resigned my position with the company.
- I may not be able to work each shift for which I am contacted. However, if during any 30-day period I refuse suitable work three or more times, I will be considered to have voluntarily resigned from my position with the Company.

I understand that I must always maintain client confidentiality. I agree to protect the privacy of all client information, including personal health information, always.

I understand these policies do not create a contract of employment. I also understand that no manager, supervisor, or representative of the Company has any authority to enter into an agreement for any specified period or make any binding representations or agreements inconsistent with Company policies.

I understand and agree that I am employed by the Company and that Home Instead, Inc. is not my employer.

I further acknowledge that I have received a copy of the DOL notice entitled, “EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT.”

CAREGiver Signature

Date

Franchise Office Representative Signature

Date

**After signing this page, please remove it from the Handbook and submit it to Human Resources.
Keep this Handbook for future reference.**

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