

Employee Handbook



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WELCOME!

We want to welcome you as an employee of **Community Health Care**. You are joining an agency whose principle goal is to assist our clients in the time of need. We are proud to say that our agency enjoys a fine reputation for the highest standards of care for our client's. The elevated quality of our services is due in a great part to the concerned dedication of our employees. We believe that by working as a team, and maintaining strong communications amongst ourselves, is the reason for our success. We are pleased to have you join our family. We hope your experience working here will be a positive and rewarding one.

To help you become familiar with our agency, we have prepared this handbook. We believe that it is vital that you understand all of our policies and expectations and this handbook will familiarize you with the responsibilities of being an employee. This handbook is just a summation of our policies and is in no way meant to be a comprehensive description of every policy and procedure. Should you need clarification on anything, please contact your supervisor. If you have any questions, comments or suggestions, please do not hesitate to contact us.

Once again, welcome to
Community Health Care.
49 North Airmont Rd
Montebello, NY 10901
Office 845-425-6555
Fax 845-425-9035

WHAT IS HOME CARE?

Home Care are services to the disabled, chronically ill, or recovering person(s) providing for treatment and or effective functioning in a home environment? Home care can assist in the provision of services to adults and children in danger of abuse or neglect. Home care is appropriate when a person needs assistance that cannot easily be effectively provided by family members or friends for a short or long period of time.

OFFICE HOURS AND LOCATIONS

Main Office

49 North Airmont Rd
Montebello NY 10901

Hours: Monday thru Thursday 9:00am-5:00pm, Friday 9:00am-1:00pm
845-425-6555

Please note: The below offices are Recruiting Offices only.

Rockland County

Address: 1 Hillcrest Center, Suite 101
Spring Valley NY 10977

Hours: Monday thru Thursday 9:00-5:00,
Friday 9:00-1:00

Orange County

1. Address: 90 North Street, Suite 202
Middletown NY 10940

Hours: Monday thru Thursday 9:00am-5:00pm,
Friday 9:00am-1:00pm

2. Address: 562 RT 17M Suit 10 (2ndFloor)
Monroe, NY 10950

Hours: Monday thru Thursday 9:00-2:00,
Friday – Closed

3. Address: 290 Broadway Suite #6
Newburgh, NY 12550

Hours: Monday thru Thursday 9:00-5:00
Friday 9:00-1:00 pm

Sullivan County

Address: 20 Mountain Mall Plaza, 121 Broadway
Monticello NY 12701

Hours: Monday thru Thursday 9:00-5:00,
Friday 9:00-1:00 pm

Ulster County

Address: 22 Dederick Street 2nd floor
Kingston NY 12601

Hours: Monday thru Thursday 9:00-5:00,
Friday 9:00-1:00 pm

Putnam county

Address: 73 Gelenia Avenue #4
Carmel NY 10512

Hours: Monday thru Thursday 9:00-1:00,
Friday – Closed

Westchester County

1. Address: 435 South Broadway suite 5
Yonkers NY 10705

Hours: Monday thru Thursday 9:00-5:00,
Friday 9:00-1:00

2. Address: 910 Main St.
Peekskill NY 10566

Hours: Monday thru Thursday 9:00-5:00,
Friday 9:00-1:00

3. Address: 99 Mamaroneck Ave #6, 2nd floor
White Plains NY 10601

Hours: Monday thru Thursday 9:00-5:00,
Friday 9:00-1:00

Dutchess County

Address: 25 Market Street, 4th Floor
Poughkeepsie NY 12601

Hours: Monday thru Thursday 9:00-5:00,
Friday – 9:00-1:00

JOB ASSIGNMENTS

In accordance with Department of Health requirements, you are only qualified and authorized to accept a job assignment after attending and completing orientation.

All job assignments are made by our Coordinator. In making case assignments, which are solely in our discretion, we take into account various factors, including, but not limited to:

- Special language requirements of a Client;
- Contract entity and/or Client requests;
- Constant Care determines that a particular Aide does not fit in with the Client's needs or attitudes;
- Another Aide is better qualified for the position, hours or geographic location;
- Assignment determined by geographic location; and
- Such other factors as Constant Care deems appropriate for that assignment.

Nonetheless, the Coordinator will make every effort to assign cases most suited to you with regards to your location, availability, and type of case or other stated preference. You are expected to be cooperative and be flexible in accepting assignments. If, however, if you cannot accept a particular case, you should tell the Coordinator your reasons for declining the case so that future assignments will be more suitable for you.

We now have a mobile app which is used to instantly broadcast many of our available cases. To sign up to download the MEDFLYT app available thru the Appstore or Google Play



Use code 7689 to sign up.

Once you have accepted an assignment, we expect you to fulfill your obligation. Do not ask the client to change her hours for your convenience. If this case does not work into your schedule, you must notify the Coordinator. She/he will then make any necessary changes, even if it means replacing you.

STARTING A NEW CASE

The Coordinator will contact you with all relevant information about the client This includes dates, times and location. She/he will give you as much information as the agency has on each client. The Coordinator will also review the clients plan of care with you.

- ❖ All schedule changes must be done through the designated Coordinator. If the client wishes to change their time or date of services, they must contact the office. Do not take it upon yourself to make any changes without authorization. This could result in your removal from the case.

- ❖ You will not be paid for working any days or hours that were not scheduled through the Agency and which we did not authorize. Therefore, it is extremely important that you notify the Agency and coordinate any work through the Agency so that we can know when you are working and pay you accordingly. Unauthorized hours/visits will not be paid for.
- ❖ When given an assignment by the agency you are the only person who should be working. Any employee who has an unauthorized individual covering their case will not be paid and will be dismissed from the agency.
- ❖ If you arrive at your client's home and they are not there, or you are turned away, contact your coordinator immediately. We will attempt to find you a new case that is in close proximity to your location. You are required to accept such a case if offered by the Coordinator.
- ❖ If your client does not answer the door, do not assume they are not home. Your patient may have fallen and cannot get up. Stay there, call the coordinator either with your cell phone or from a neighbor's home, but do not leave until the office has authorized for you to leave.
- ❖ Never use your car to drive your client anywhere. This is extremely dangerous and could result in you being personally sued. You may go out with the client, and escort them to an appointment in either a cab, or in the family car, but you cannot drive under any condition.
- ❖ You are to bring your own meals unless there have been other arrangements made. Most clients have very limited income, so please be considerate, and refuse their offerings. You must be aware of different cultures and adhere to them i.e. kosher homes.
- ❖ If you are working a 6-hour shift or less there is no break time allowed. Please eat before or after your shift. If you are working anything longer than that, please call the Coordinator so that she/he can make arrangements for you with the client and family for breaks/lunch/dinner time.
- ❖ If break time will be allotted by the coordinator you are not be allowed to leave the patient's home. The break will need to be taken at the patient's home.
- ❖ You may never be in the client's home if the client is not present. If the client leaves his/her home, you must contact your coordinator immediately and leave at the same time. You must remember to clock out BEFORE you leave the client's home and get your timesheet signed.
- ❖ While assigned to a shift you may not leave the client's home until your shift time is over, unless you are doing errands for the client. If you need to leave for an emergency, you may only do so with authorization from the coordinator.
- ❖ Make sure that you have your ID badge on you at all times.
- ❖ Dress appropriately, according to office regulations
- ❖ Stay professional at all times.
- ❖ Should you find difficulty with your client and wish to be removed from the case, you must provide 2 weeks written notice along with a reasonable explanation.

CASE TYPES

- ❖ **Mutual Patients:** A Visit in which Caregivers provide service to two Patient's at once.
- ❖ **Linked with:** A Visit in which a Caregivers provide service to two Patient's that are typically scheduled as back-to-back Visits.
- ❖ **Live-in:** A 24-hour Visit in which the Caregiver remains at the Patient's residence overnight but where the Aide works 13 hours (subject to some exceptions)

PROBATIONARY PERIOD

All Aides are considered probationary for the first 90 days of employment. During the probationary period, the Agency evaluates if you are able to perform your job competently. The probationary period also provides you with an opportunity to decide if you would like to become a regular Aide with Constant Care. Constant Care may extend the probationary period should circumstances warrant it, in its sole discretion. Neither being in, nor completion of, the probationary period will change the "at-will" nature of your employment in any way.

REPORTING AND RECORDING

- ❖ Any changes in your client's must be reported to the Coordinator immediately. If you notice any bruising, discomfort, personality changes, lethargic behavior etc...contact the office immediately.
- ❖ If the patient was taken to the Emergency room or was hospitalized, you must report this to your coordinator immediately. You are not allowed or expected to go to the Client's home if you know they are not there. You can never work for a client while he/she is hospitalized or in rehab or otherwise not home. Please be advised that attempting to report work time when you know that the Client was not home and you were not required or expected to work for the Client is tantamount to Medicaid fraud and will be investigated. You may be immediately terminated if it is determined that you attempted to report work time for such situations.

WHILE WORKING WITH CLIENTS

AIDS

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

LOITERING/VISITING

Aides are requested to leave the premises of the client's home or facility upon completion of scheduled shift.

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

TIPPING, SOLICITING & GIFTS

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

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

ALCOHOL, DRUGS, & SMOKING

To ensure a safe and productive work environment, The Agency prohibits the use, purchase, sale, possession, or transfer of any alcoholic beverage or nonmedical prescribed controlled drug while on agency property, client property or scheduled working hours. Community Health Care has a zero-tolerance policy regarding Alcohol, drugs, and smoking. Arriving to work under the influence of drugs and/or alcohol will result in immediate termination.

The Agency also prohibits employees from reporting for or being at work while under the influence of alcohol or drugs. Employees who are using a prescribed drug which might in any way affect job performance should report this to the Coordinator. The full drug and alcohol policy can be found at the end of this handbook.

You are not allowed to smoke in the client's home, even if they are a smoker.

ARGUMENTS

In the event that a client or family member communicates in an argumentative manner, do not argue back, and do not abandon the client. Call the office Immediately, either from their home phone or walk outside, and use your cell Phone. If you feel threatened by the client or any visitor in their home, please call the Coordinator immediately. The

Agency is committed to providing a safe workplace for you and you will not be allowed to stay in a home if you have reasonable concerns about your safety.

In a calm manner, describe to the Coordinator what is taking place or what has occurred. The office will direct you as to what actions must be taken.

Be prepared to come into the office directly after your shift. A written report explaining the incident must be prepared and documented. Your signature and wording will be required at this time. It is important that this is done as soon as possible so that the report is accurate (within 24 hours).

TRANSPORTING CLIENTS

Aides are not permitted to use any motor vehicle to drive their client while on assignment.

HIPAA

HIPAA stands for Health Insurance Portability and Accountability Act. It is a new federal law whose purpose is to protect the privacy of personal medical information that is shared with doctors, nurses, hospitals, insurance companies and other health care providers.

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

Who has to follow the HIPAA Rules?

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

What is personal health information?

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

What does The Agency have to do to meet the new regulations?

The Agency must do several things in order to fulfill its legal obligations. We must provide patient and employee education about the privacy rights and how patient information can be used. Policies and procedures must be developed for the patient and employee to follow. All employees must be trained about the policies and procedures. Most important of all, employees must be aware of the way that they contribute to the

maintenance of patient confidentiality – not discussing cases with people who are not involved in the patient’s care, keeping records secure and out of the sight of people who do not work for the agency, properly destroying patient documents that are no longer needed or pieces of paper that have patient information written on them, disclosing only the minimum amount of information that is needed, taking other measures to protect patient confidentiality such as learning about practices.

What information does the patient need to know?

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

How can PHI be used and disclosed legally?

In order for patient to receive treatment, have the treatment paid for by their insurance company and for the health care agency to operate, protected health information (PHI) must be used and disclosed by the people involved in the care of the patient. PHI is used when it is shared, examined, applied and analyzed. PHI is disclosed when it is released, transferred or accessed in any way by outside the health care agency. PHI may be used or disclosed in the following instances: for treatment, payment or health care operations; with authorization or agreement from the patient; for disclosure to the patient; for incidental uses such as doctors talking to patients in a hospital room or on the phone or a nurse who is taking care of the patient. For other uses or disclosures, the patient must sign a special authorization form.

What requirements are related to the special authorization form?

This form must be signed by the patient when information must be used or shared with a third party for purpose not related to treatment, payment or health care operations. The authorization may be revoked by the patient at any time. Each authorization must give a specific description of the information to be used or shared, the name of the person who is getting the information, the purpose of the disclosure, date of expiration of authorization and must be written in plain English. The information that is share must be minimum necessary.

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

Yes, PHI may be legally disclosed without obtaining a special authorization from the patient for the purpose of audits, civil and criminal investigations, law enforcement, judicial and administrative proceedings, reporting public health and safety and suspected/known cases of abuse, neglect or domestic violence and other legal requirements. In emergency circumstances PHI may be disclosed. PHI may also be shared with relatives, coroners and medical examiners.

Can I tell if the patient says I can?

Disclosure may be made to family members, friends or other people that patients indicate is involved in their care or payment of health care unless the patient objects in

whole or part. In any other situation not described previously, you need to get the patient's written authorization to disclose any PHI.

What if “they” are listening?

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

What is “minimum necessary rule”?

Use or disclosure of PHI must be limited to the smallest amount that is needed to get a job done. This means that not all employees may have the same amount of information about a patient. Each employee should have only the information that is necessary for them to carry out their job. This rule does not apply to use or disclosure of medical records for treatment purposes since the health care provider needs access to the entire record to provide quality care.

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

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

Does HIPAA take precedence over other existing confidentiality laws?

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

Does HIPAA have any other part beside the Privacy Rule?

Yes, there are three parts to the HIPAA regulations. You have already heard about the Privacy Rule. HIPAA also sets standards for the electronic transmission of PHI in order to standardize how this is done throughout the country. There will also be a Security Rule which will create standards governing the security of protected health information (PHI); these regulations have not been written yet.

CULTURAL DIVERSITY

The aide will have many clients with cultural backgrounds and traditions different from his/her own. You have to remember to respect and value each client as an individual.

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

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

The religion of a client and his/her family can also affect the way they behave. Religion can be very important to the client who is very ill or dying. As an aide, you have to respect these differences, even if they are very different from your own. Never question the client's religion, and refrain from discussing your own religious beliefs. Be aware of and honor any dietary restrictions your client may have based on religious beliefs. Discuss with the nurse, client and

family any meal planning and food preparation adjustment as needed. Keep physical contact to a minimum for those clients whose cultural or religious backgrounds make them less comfortable to being touched. You still need to care for the client but talk to the nurse about ways to reduce unnecessary touching. Be sensitive to your client's cultural and religious background. Treat all clients with dignity and respect. Expect your clients to treat you respectfully as well.

ADMINISTRATION OF MEDICATION

Constant Care Aides are allowed to only dispense medication out of pill containers which are pre-filled by a family member or licensed healthcare professional. No other methods are tolerated under any circumstance.

Aides may not administer non-prescription medication directly to a client. They can only assist. Assisting is defined as bringing the prescription (bottle or container), opening the prescription, and allowing the client to take the prescription out of the container and take the prescription without the assistance of the Aide. This includes putting the pill in the client's mouth.

DEALING WITH CONFLICT

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

Conflict Resolution

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

Interpersonal Relationships

Supportive Relationships

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

Clients must feel Supported

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

Supportive Communication

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

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

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

SAFETY GUIDELINES FOR WORKING IN THE HOME

Aides shall not be required to work in any situation that would threaten or endanger his/her health or safety. The Aide shall immediately report to their Coordinator any working conditions that threaten or endanger the health or safety of the Aide or Client. No Aide shall suffer any discipline or negative job consequences as a result of reporting an unsafe work situation. Aides shall contact their Coordinator in the event of an emergency.

No Aide shall be required to provide at his/her own expense, protective garments to perform any task for a Client. The Employer maintains an adequate supply of protective garments at the branch location. Aides are responsible for securing these items prior to servicing their Client. If such a situation arises where there are insufficient protective garments, the Aide will report the situation immediately to his/her Coordinator.

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

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

1. Side rails on the bed should be up.
2. Your patient should be safely positioned at all times I bed or chair.
3. When getting your patient up, watch for signs of dizziness and wait until they pass before letting them stand.
4. Wheelchair brakes should be locked when standing still.
5. Smoking in bed should be discouraged or, if necessary, must be supervised.
6. The room should be kept clear of extra equipment especially at night.
7. Make sure shoes are kept well tied and worn for household activities.
8. Make sure hazardous tools are kept locked.
9. Prepare an escape plan in case of fire, with alternate routes to safety and make sure everyone in the home knows what to do.
10. Above all use common sense when approaching all job and tasks

HANDLING MONEY

When shopping for the client remember to write down the amount of money your client gives you and return with a register receipt and the exact change. Have the client sign everything. The document indicating how much money they gave you, the receipt, and how much change they received. All of this should total up and equal the amount originally received. You will be responsible for any lost or unaccountable money.

You may not accept access to the patient's bank account (this includes the debit card and pin number) without authorization from the Coordinator.

UNIVERSAL PRECAUTIONS

You must wash your hands:

- Upon entering a client's home
- When hands are soiled
- Between handling individuals client's
- Before contact with the face and mouth of the client
- After personal use of the bathroom
- After changing or assisting with client's personal needs/bathroom
- Before preparing meals and after preparing meals
- After housekeeping duties are performed

USE OF GLOVES

you should wear gloves for touching blood and body fluid (urine, feces, saliva etc), mucous membranes or non-intact (broken) skin of all clients, handling items or surfaces soiled with blood or body fluids (this includes used bed linen and used towels, wash clothes)

GLOVES SHOULD BE DISCARDED, AND HANDS WASHED, AFTER CONTACT WITH CLIENT. GLOVES SHOULD BE DISCARDED IF THEY ARE TORN OR HANDS BECOME MOIST.

Gloves are available to be picked up in all satellite offices. You can also call your coordinator to mail you a box of gloves. When assigned to a case, the agency will provide you with 1 box of gloves per month. You are expected to take the gloves with you when you leave the case. Don't leave it at the client's home.

USE OF OTHER PROTECTIVE GEAR

All home care workers must carefully follow the instructions of the nurse regarding use of masks and/or gowns or other gear, such as face masks. Home care workers should not put on special gear unless instructed to by the nurse.

PREVENTION FROM NEEDLE STICK INJURIES:

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

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

If you get stuck by a needle stick it must be reported to your coordinator or Human Resources Representative immediately, latest before the end of the shift, to ensure proper medical intervention is provided to you.

INFECTIOUS DISEASE

If you believe or know you were exposed to disease carrying organisms, immediately and thoroughly wash your hands or other exposed area for two (2) minutes using warm soapy water. If eyes were splashed, rinse thoroughly with clear water only. Call the Agency right after the incident.

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

If you contact any contagious illnesses (like the flu), call your coordinator to discuss your assignment.

ON-THE-JOB INJURIES

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

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

DISASTER (EMERGENCY PREPAREDNESS)

Occurrence/Situation can impact our ability to provide services and care to our Clients. Examples of an emergency may be a snowstorm, power failure, hurricane and transit strike.

In the event of an emergency, Aide cooperation and understanding is needed. We may need to change your case assignment (re-assign you to a case closer to your residence location or to a case of greater risk status- based on the classification system defined in the policy). We may need to ask you to work more hours for which you will be paid or to ask you to work different days, etc.

We expect that all our Aides will understand the strong need to be available during an emergency. We request that all Aides will call in to their Coordinator to offer help even when you are not scheduled to work. Your Coordinator will inform you when the emergency is over.

The following procedure will be followed: the Field Nurse assigns a status to each Client based on Agency criteria (nature of illness, family backup, etc.). When an emergency arises:

- Constant Care Coordinators inform Clients that we will be implementing our Emergency Disaster Plan.
- Coordinators begin calling Aides to rearrange assignments in an effort to provide care according to Client Constant Care status.
- Calls are placed to Aides in an effort to ascertain who is available. Aides are expected to call Constant Care as well.
- Your Coordinator will inform you when the emergency is over.

EMERGENCY PLAN:

In the event of certain kinds of emergencies, the following instructions must be followed:

- If you are unable, for any reason, to work all of your assigned hours, you must call the agency as soon as possible.
- If there is a natural disaster (hurricane, flood, snowstorm, etc..) you should make every effort to get to you assigned client. Once you are with your client, listen to instructions from a local emergency radio or television station. You must notify the agency if you are unable to reach the client.
- Make sure you call the office and let them know exactly what you are doing. We might redirect you to a case for that day closer to your home.

INCLEMENT WEATHER

The Agency provides client services even in the event of inclement weather. In the event Aides have difficulty with transportation due to the weather, they must contact a supervisor to discuss their options as soon as possible before the beginning of their shift.

FIRE:

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

POWER FAILURE:

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

MEDICAL EMERGENCY:

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

- Seek emergency help by dialing the number provided on the emergency sheet on the emergency list.
- Keep client as comfortable as possible.
- Observe the client and report all symptoms to emergency personnel.
- Notify the agency of situation and outcome.

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

HEALTHCARE PROXY

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

Types of advanced directives include:

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

As a health care provider, Constant Care reviews and provides a packet of information on advanced directives to its Clients. Clients who have indicated in writing their wish not to be resuscitated once they have expired have this instruction documented in a Living Will. This document is usually posted by a Client's bedside or in an area convenient for anyone to see within the Client's home. If your Client has this document, clarify with the family or your Nurse Supervisor if this document is in place for both the home and hospital or the hospital only. You need not call 911 if your Client has a DNR (Do Not Resuscitate) order. Report directly to your Client's Hospice Nurse or Constant Care for changes in the Client's condition.

If you report to work and your client is not home, does not answer, or refuses care, please call the office immediately. The office staff will see if a reassignment is available for you that day.

If you report to work or become ill or have an emergency that requires you to leave early, call the office immediately. You will be required to stay with the client until relief staff arrives.

GENERAL EMPLOYMENT RULES

You are the direct provider of care to our clients and represent our agency to the client, family and friends. Because you work in the client's home we expect you to adhere to our high standards of personal conduct at all times. We expect you to use good judgment, common sense, and a high regard for the rights of the clients in your care.

In your client's home, you are not a guest. You are there to provide services for the client. Here are some important rules to know when working at Community Home Health Care.

EMPLOYMENT AT WILL

We are happy to welcome you to The Agency. We sincerely hope that your employment here will be a positive and rewarding experience. However, we cannot make any guarantees about your continued employment. Your employment here is at will. This means that you are free to quit at any time, for any reason. We are also free to terminate your employment at any time, for any reason with or without notice, with or without cause. No employee or The Agency's representative, other than the CEO or Administrator has the authority to change the at will employment relationship or to contract with any employee for different terms of employment. Nothing in this Handbook constitutes a contract or promise of continued employment.

IMMIGRATION COMPLIANCE

In compliance with the federal Immigration Reform and Control Act of 1986, as amended, the Agency is committed to employing only individuals who are authorized to work in the United States. Accordingly, each new Aide, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present acceptable documentation establishing identity and employment eligibility.

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

CODE OF CONDUCT

To function effectively, every organization must develop policies and procedures to protect its clients and to ensure that co-workers' and the business's rights are respected. Constant Care is no exception. Generally, conduct that violates our policies, including those outlined in this Handbook, or that may be unethical and/or illegal will not be tolerated.

While this Handbook cannot describe every possible situation or instance, below is a non-exhaustive list of the types of conduct for which the Agency would impose strong disciplinary action or even immediate termination:

- Client abuse/neglect or failure to report suspected abuse/neglect.
- Client abandonment.

- Violation of Constant Care's policies prohibiting discrimination, harassment, and retaliation.
- Violation of our No Smoking Policy, Drug and Alcohol Policy, Confidentiality Policy, Code of Ethics, or other policies outlined in this Handbook.
- Violation of HIPAA or state law regarding disclosure of confidential Client information.
- Insubordination or failure to obey reasonable instructions from a client or from Constant Care.
- Falsifying employment, legal, or other records, including time sheets and records of care, or other forms of dishonesty
- Stealing or attempting to steal employer, Aide, or client property.
- Excessive absenteeism or tardiness.
- No-call, no-show.
- Neglecting job duties during working time.
- Physical fighting or violence (actual or threatened) on employer or client property at any time.
- Using offensive or profane language, especially towards or in the presence of clients or clients' family members.
- Bringing dangerous or unauthorized weapons onto client or Agency premises.
- Refusing to work required overtime.
- Bringing friends or family into the client's home.
- Demonstrating incompetence or poor or sloppy work quality.

The above list is not-exhaustive, and the Agency may discipline or terminate a Aide for any reason. In addition, the Agency may choose to impose any form of discipline it deems appropriate under the circumstances, including termination for even a first violation.

Aides who are terminated by the Agency for disciplinary reasons or poor performance are not eligible for rehire.

APPEARANCE AND DRESS CODE

Your appearance reflects the kind of person you are and the quality of work you do. Appropriate, neat, clean clothing must be worn. The following are examples of DO'S and DON'TS:

DO

Slacks/Capri's
Skirts knee length or longer
Scrubs
Hair neatly tied back
Solid Shoes/Sneakers
sleeve shirts

DON'T

Shorts
Mini Shirts
Tank Tops
Do Rags
Flip-flops, high-heels, sandals
Short
Halter tops
Tattered Jeans or cut off shorts

Your body should be clean and free of odor, please use deodorant. No strong perfume or aftershave should be used. Hair must be clean and neatly combed. Long hair should be fastened back and off the shoulders. Fingernails should be clean and reasonably short.

Excessive jewelry is not permitted. Identification badges are provided by the agency and must be worn at all times. If you require modifications of our dress code standards due to religious reasons, please speak to your Coordinator and inform them of the precise reason that you are requesting the modification. If reasonable, such requests may be granted by the Agency.

You will be sent home if you are not properly attired.

PHOTO IDENTIFICATION CARD

In accordance with New York State Health Department regulations, Community Home Health Care is providing you with a Photo Identification card. This identification card must be worn on your clothing at all times while you are working.

Lost or stolen cards must be reported to HR immediately. Failure to wear your ID badge or excessive loss or damage to cards can lead to disciplinary action up to and including termination.

Your identification card must be returned to this agency upon termination of your employment.

CONFLICT OF INTEREST

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

WORKPLACE ADMINISTRATIVE SEARCHES

To assist in providing a reliable, efficient and productive work force for the proper care of Clients, to assist in providing Aides with a safe working environment, to assist in the effective operation of the Compliance Program and to supplement the Drug and Alcohol Policy, supervisors may conduct unannounced administrative searches of Agency premises, offices, work areas, property and equipment and the contents of such property and equipment. No Aide should have any expectation of privacy on the Agency property or in their offices or work areas including lockers, desks, cabinets, drawers, shelves or trash cans or in folders, envelopes or packages located on Agency premises. In addition, searches of temporary space of live in aides at clients of the Agency may be subject to search at the discretion of the Agency as a result of a complaint of a Client whose property is occupied. Personal possessions or materials should not be brought to work if they are of a sensitive or confidential nature. The Agency policy on Workplace Administrative Searches may be obtained from the Department of Human Resources or designee. Other policies permit monitoring of and access to computers by supervisors. The use of computers, e-mail and access to the Internet must be reasonable and responsible.

FINANCIAL REPORTING

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

PROTECTION OF ASSETS

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

ANTI-COMPETITIVE CONDUCT

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

FINANCIAL INDUCEMENTS

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

PERSONNEL FILES

Constant Care maintains an official personnel file for all Aides. The personnel file includes such information such as the Aide's job application, record of training, performance appraisals, salary increases and other employment records.

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

Personnel files are the property of Constant Care and access to this information is restricted. Generally, only supervisors and management personnel who have a legitimate reason to view information in a file are allowed to do so.

Under no circumstances will Constant Care permit reproduction of a personnel file (either particular pages or the entire contents) or removal of a personnel file from the premises.

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

PERFORMANCE EVALUATIONS

Performance reviews are an ongoing communication between Aides and supervisors to provide a clear understanding of what is expected in the job. A performance review provides an opportunity for Aides to communicate any concerns they may have about their job or their future. HHA's are expected to have a working knowledge of permissible activities involved in their work. If there is a question regarding an activity that may be beyond the scope of employment, please call your Coordinator for help.

Annual Review

Aides' performance will be reviewed at least once annually, on or around their anniversary date. Other periodic reviews may be scheduled as an ongoing form of communication between Aides and supervisors.

Performance Problems

In the event that an Aide demonstrates unacceptable behavior or has difficulty performing all of the duties as assigned, the Administrator will work with the Aide to correct job performance.

PLAN OF CARE

You are under the direct supervision of a registered nurse on all cases. Prior to your arrival on a case, a professional nurse will visit the client to evaluate the physical and emotional needs of your client. Once the evaluation is complete, the nurse will develop a plan of care with the client. The plan of care will explain exactly what your client's needs are and what your duties will be under that plan of care. It is very important that you perform only the duties authorized by that plan of care. You are not permitted to change the plan of care or the duties. If you do, you may be disciplined, including terminated.

If you observe any changes in your client's condition, you must report such a change to your nursing supervisor so amendments can be made. If you are asked to do something that is not specified on the nurse's care plan by the Client or their family, please call your Coordinator.

The duties on the plan of care should be reflected on your time slip. You cannot falsify the duties performed on a shift.

The Nurse is available for you to discuss any problems as they arise regarding the plan of care, and to help find solutions to those problems. Home visits are made by the nurse on a regular basis to assure that client's needs are being met. Also, the nurse will be coming out to evaluate you and ensure that you are following the plan of care in a safe and efficient manner.

REPORTING EMERGENCIES, ACCIDENTS, AND CHANGES

Reporting emergencies, accidents, and changes in Client condition is a key part of a Aide's duties.

For life-threatening emergencies, call "911" immediately. In the event of a client's death, expected or unexpected, please record accurately all data regarding the death. Aides shall record the exact time and the events that happened. After calling 911, contact the office for further directions.

If there is an accident, you (or the client) must call the office immediately. Following the telephone call, you must document what took place and what was done on an Incident Report Form and send your documentation to the office within 24 hours so that the Agency can comply with New York State reporting requirements. You must also contact the office as soon as possible to report on changes in client condition.

Some examples of accidents or changes that you must report to the office are:

- Client injury or illness
- Theft or Illegal activities in the home
- Injury or illness to yourself
- Unusual or dangerous client/family behavior
- Any occurrence requiring police or emergency service
- Change in client condition
- Client Hospitalization
- Client admitted to a Nursing Home/Rehab
- Out of Home Respite/Care
- Structural damage to the client's home
- Client Non-compliance with medical care
- Unsanitary conditions in the client's home (insect, rodent, etc.)
- Failure of Universal Precautions or an incident of exposure to blood, bodily fluids or other infectious waste
- Your client has left their home

When you call the office, answer all questions thoroughly and follow instructions carefully. The office staff will also need to fill out our special incident report form in addition to your form and documentation. Accordingly, your cooperation with the office staff is essential!

Please see the Health & Safety section of this Handbook for more information.

TELEPHONE CALLS

No personal calls are to be made from the client's phone unless for patient related business. For example, reporting to your coordinator changes in patient's condition, patient care questions, 911, calls to M.D. office, etc.. If there is an emergency call to be made, please reverse the charges to the person you are calling. If your family needs to reach you please give them the office phone number and a message will be passed on to you.

- DO NOT give you home phone number to the client or client's family.
- You can answer the client's phone if you are working.

Cell phones should be turned off before you enter your client's home. Do not answer your cell phone while caring for a client. You may check you cell phone during break time or when your shift is over.

STEALING

We will not tolerate theft from the agency, client or family. We will make every effort to support any employee who is unjustly accused of stealing.

If you are accused of stealing property from the client, we will conduct a fair investigation. Aides are expected to cooperate in such investigations and answer any questions. Refusal to participate in such investigation or lying to a supervisor in the course of the investigation will be grounds for termination.

If it is established through our investigation that an Aide is guilty of stealing, we will refer the case to law enforcement. You may also be reported for theft by the client and their family. Likewise, we reserve the right to report you to the home care aide registry for any egregious misconduct, such as theft.

CRIMINAL ACTIVITY

All of our employees are required to go through the CHRC program- which requires a detailed background check via the Department of Health. If an Aide is arrested, we may be required to put you on administrative leave pending our review of the circumstances related to the arrest. We will consider various factors, such as the nature of the alleged offense, and/or the Aide's explanation of the circumstances and their job responsibilities, when determining how the arrest affects your employment, if at all.

CONFIDENTIALITY AND PRIVACY

You are never allowed to discuss any information about your client with any other person, including your family, friends or co-workers. All information about your client is confidential and the law prohibits you from disclosing this information to any third-party. Any issue or information related to your cases and clients should be discussed only with your nursing supervisor and/or the Coordinator.

If any person other than the client wishes to discuss the client's condition, you must direct them to your Coordinator. Do not give out names, phone numbers or address of any family member of a Client, and do not discuss the medical or physical condition of the client or family member with any third-party.

If you are experiencing a personal issue while working on a case or are being mistreated by a Client, this should be addressed with your Human Resources Representative. Again this is not to be discussed with anyone but the correct contact person. If you are not sure which individual you should be reaching out to, simply ask for direction from the Human Resource Representative. She will direct your call to that individual.

Aides may also learn Agency business information during their employment. The Agency requires Aides to agree, as a condition of their employment with the Agency, to preserve the Agency's Confidential Information. This means that Aides cannot, directly or indirectly, disclose, reveal, publish, or otherwise make available to any person or entity the Agency's Confidential Information. Whenever referred to in this Handbook, "the Agency's Confidential Information" will mean all trade secrets and other information not generally known to the public, in whatever format, whether presently existing or developed in the future, relating directly or indirectly to the Agency's business, including the Agency's intellectual property, products and services of the Agency, the manner in which services are provided, advertised, delivered, or designed, Client lists and Client data, referral lists, business strategies, techniques, plans, contracts, terms of agreements, transactions, potential transactions, work-in-progress, financial information, accounting information, pricing information, credit information, market studies, sales information, revenue, costs, communications, research and development, inventions, designs, studies, plans, specifications, patents, applications for particular technologies, designs, business relationships of the Agency (including proposed relationships with clients or referral sources, suppliers, distributors, licensees and licensors), management systems, sales and marketing plans and strategies, terms of contracts with clients or managed care plans and any other payor of services, referral history of a particular referral source, contacts and information about contacts at payors or referral sources, information regarding pending applications to payors, methods and processes, service delivery information, information concerning the condition, treatment or financial history of a client, and any protected health information. This list is not exhaustive, and the Agency's Confidential Information also includes other information that is marked or otherwise identified or treated as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.

Aides may disclose the Agency's Confidential Information in connection with the Aide's work at the Agency, as required by law, or if an owner of the Agency expressly authorizes such disclosure in writing. Further, as a condition of being employed by the Agency, the Aide agrees to take all reasonable precautions to safeguard the confidential nature of the Agency's Confidential Information and any other precautions with respect thereto which the Agency may reasonably request. Aides will not reproduce or otherwise copy any of the Agency's Confidential Information other than as required in discharging their duties while employed by the Agency. Aides agree that all of the Agency's Confidential Information shall be the sole and exclusive property of the Agency and its assigns at all times, and Aides assign to the Agency any rights Aides may have or somehow acquire in the Agency's Confidential Information.

After a Aide's employment with the Agency ends, the Aide will not disseminate any of the Agency's Confidential Information unless such information is generally known in the trade or industry, and such general knowledge is not the result of the Aide's dissemination of the

Agency's Confidential Information and the Aide provides the Agency with reasonable advance notice of such dissemination. Aides agree to provide the Agency with written notice of any and all attempts to compel dissemination of the Agency's Confidential Information at least five (5) working days before complying with any subpoena, order, or any other directive seeking such Dissemination. In situations where it is not possible to provide five (5) working days' notice, Aides will notify the Agency of any attempt to compel dissemination of the Agency's Confidential Information as soon as possible.

EQUAL EMPLOYMENT OPPORTUNITY

The Agency is an equal opportunity employer and complies with all applicable federal, state, and local fair employment practices laws. As such, the Agency strictly prohibits and does not tolerate discrimination against Aides, applicants, contractors, subcontractors, vendors, consultants, or any other person working for the Agency because of race, color, religion, creed, national origin or ancestry, ethnicity, sex (including pregnancy), gender, age, physical or mental disability, citizenship, past, current, or prospective service in the uniformed services, genetic information, or any other characteristic protected under applicable federal, state, or local law. All Agency Aides, other workers, and representatives are prohibited from engaging in unlawful discrimination. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, training, promotion, discipline, compensation, benefits, and termination of employment. This policy applies at the Agency's offices, at your work site(s), while performing work for the Agency off-site, and at Agency-sponsored or work-related events or activities.

If you are subjected to or observe any conduct that you believe violates this policy, you must promptly speak to, write, or otherwise contact your supervisor, the Administrator, or a Human Resources Aide. These individuals will ensure that a prompt investigation is conducted. Your complaint should be as timely as possible. While you can report at any time, the Agency prefers that you submit your complaint within 30 days of the offending conduct to allow for the most effective investigation possible. Your complaint should also be as detailed as possible, including the names of all individuals involved and any witnesses. You may be asked to confirm your complaint in writing. The Agency will investigate the facts and circumstances of all claims of perceived harassment and will take prompt corrective action, if appropriate. All complaints will be kept confidential to the maximum extent possible and, where appropriate, Aide making the complaint will be advised of the final disposition of the matter.

Any Aide or other worker, regardless of position or title, whom the Agency determines has subjected an individual to discrimination or retaliation in violation of this Policy will be subject to discipline, up to and including termination of employment.

AMERICANS WITH DISABILITIES POLICY

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

If you believe you need an accommodation because of your disability, you are responsible for requesting a reasonable accommodation from the Human Resources Department. You may make the request orally or in writing, but in the event of an oral request you may be asked to

confirm your request in writing. Requests for accommodations should include all relevant information, such as:

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

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

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

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

RELIGIOUS ACCOMMODATIONS

The Agency complies with Title VII of the Civil Rights Act of 1964, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to all individuals, regardless of their religious beliefs and practices or lack thereof. Consistent with this commitment, the Agency will provide a reasonable accommodation of an applicant's or Aide's sincerely held religious belief if the accommodation would resolve a conflict between the individual's religious beliefs or practices and a work requirement, unless doing so would create an undue hardship for the Agency.

If you believe you need an accommodation because of your religious beliefs or practices or lack thereof, you should request an accommodation from the Human Resources Department. You may make the request orally or in writing, but in the event of an oral request you may be asked to confirm your request in writing. Requests for accommodations should include all relevant information, such as:

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

After receiving your request, the Agency will engage in an interactive dialogue with you to explore potential accommodations that could resolve the conflict between your religious beliefs and practices and one or more of your work requirements. The Agency may ask you to provide additional information about your religious practices or beliefs and the accommodation requested. If you fail to provide the requested information, your request for an accommodation may be denied.

The Agency makes determinations about religious accommodations on a case-by-case basis considering various factors and based on an individualized assessment in each situation.

The Agency strives to make determinations on religious accommodation requests expeditiously, and will inform the individual once a determination has been made.

ANTI-RETALIATION POLICY

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

A. Anti-Retaliation Statement

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

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

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

Any Aide, regardless of position or title, whom the Agency determines has subjected an individual to retaliation in violation of this Policy will be subject to discipline, up to and including termination of employment.

B. Complaint Procedure

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

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

Your complaint should also be as detailed as possible, including the names of all individuals involved and any witnesses. You may be asked to confirm your complaint in writing. The Agency will investigate the facts and circumstances of all claims of perceived retaliation and will take prompt corrective action, if appropriate. All complaints will be kept confidential to the maximum extent possible and, where appropriate, Aide making the complaint will be advised of the final disposition of the matter.

SEXUAL HARASSMENT

The Agency is committed to maintaining a workplace free from all unlawful harassment. One form of harassment prohibited by this Policy is sexual harassment. Sexual harassment is unlawful, violates Agency policy, and will not be tolerated. The law prohibits coworkers and third parties, as well as supervisors and managers, with whom Aides come into contact with, from engaging in harassment.

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

While this specific policy addresses sexual harassment, harassment and discrimination against persons of all protected classes is prohibited. In New York State, such classes include age, race, religious denomination, color, national origin, sexual orientation, military status, sex, disability, marital status, domestic violence victim status, gender identity and criminal history.

A. Sexual Harassment Definition

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

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

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

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

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

B. Sexual Harassment Examples

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

- Physical acts of a sexual nature, such as:
 - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another Aide’s body or poking another Aide’s body;
 - Rape, sexual battery, molestation or attempts to commit these acts.
- Unwanted sexual advances, propositions, or other sexual comments, such as:
 - Requests for sexual favors accompanied by implied or overt threats concerning the target’s job performance evaluation, a promotion or other job benefits or detriments;
 - Subtle or obvious pressure for unwelcome sexual activities;
 - Sexually oriented gestures, noises, remarks, jokes or comments about a person’s sexuality or sexual experience, which are sufficiently severe or pervasive to create a hostile work environment.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
 - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual’s sex, sexual orientation, gender identity or status of being transgender, such as:
 - Interfering with, destroying or damaging a person’s workstation, tools or equipment, or otherwise interfering with the individual’s ability to perform the job;
 - Sabotaging an individual’s work;
 - Bullying, yelling, name-calling.
 - Sex stereotyping – When conduct or personality traits are considered inappropriate simply because they may not conform to other people’s ideas or perceptions about how individuals of a particular sex should act or look.

The Agency's policy also applies to harassment based on race, color, religion, national origin, ancestry, ethnicity, creed, age, disability, citizenship, veteran and military status, marital status, domestic violence victim status, genetic information, or any other characteristic protected by law. Such harassment often takes a similar form to sexual harassment and includes harassment that is:

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

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

C. Complaint and Investigation Procedure

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

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

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

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

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

- Upon receipt of a report of harassment or other violation of this Policy, the Agency will conduct an immediate review of the allegations, and take any appropriate interim action.
- Relevant information will be collected.
- Interview the complainant, witnesses, and the accused.
- Where appropriate, depending on the facts of each case, notify appropriate and/or involved parties about the investigation, its outcome, and/or relevant information.
- Implement any remedial measures.

Aides are required to participate and answer truthfully any questions posed in an investigation by the Agency.

D. Retaliation Prohibited

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

E. Redress Rights and Adjudication Forums for Sexual Harassment

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

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

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

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

SEXUAL HARASSMENT COMPLAINT FORM

If you believe that you have been subject to unlawful harassment or retaliation, you are strongly encouraged to complete this form and submit it to Human Resources. Please complete all aspects of this form in as much detail as possible. In particular, you are encouraged to include your name and contact information, as anonymous complaints may be very difficult to investigate.

The Agency prohibits retaliation of any kind against an individual for making a complaint in good faith.

Please use additional sheets of paper if necessary.

Your Name: _____ Your Title/Position: _____

Your Phone Number: _____ Your Coordinator's Name: _____

COMPLAINT INFORMATION

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

Name: _____ Title: _____

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

3. Date(s) of harassment or retaliation:

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

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

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

Signature: _____ Date: _____

SOLICITATION AND DISTRIBUTIONS

In the interest of maintaining a proper business environment and preventing interference with work and inconvenience to others, Aides may not solicit other Aides during working time, or distribute literature during working time or at any time in working areas. Persons not employed by Constant Care are prohibited from soliciting or distributing literature on Agency and client property.

For purposes of this policy:

- **Solicitation** includes, but is not limited to, approaching someone in person or through employer-owned property such as computers, smartphones, e-mail systems, and intranets for any of the following purposes: offering anything for sale, asking for donations, collecting funds or pledges, seeking to promote, encourage or discourage participation in or support for any organization, activity or event, or membership in any organization, or distributing or delivering membership cards or applications for any organization.
- **Distribution** includes, but is not limited to, disseminating or delivering in person or through employer-owned property such as bulletin boards, computers, smartphones, e-mails, and intranets any literature or other materials including circulars, notices, papers, leaflets, or other printed, written, or electronic matter (except that distributing or delivering membership cards or applications for any organization is considered solicitation and not distribution).
- **Working time** includes any time in which either the person doing the solicitation (or distribution) or the person being solicited (or to whom non-business literature is being distributed) is engaged in or required to be performing work tasks. Working time excludes times when Aides are properly not engaged in performing work tasks, including break periods and meal times.
- **Working areas** include areas where Aides are performing work, including Clients' homes or premises.

ELECTRONIC MAIL, SOCIAL MEDIA AND INTERNET

Some Aides may use social media websites e.g. Face Book, Linked In, etc. as a medium of self-expression and the Agency respects the right of Aides to use such sites. However, if an Aide chooses to identify him or herself on such Internet venues, the following code of conduct is expected:

- Aides must be professional, truthful and respectful in all communications and blogs. Aides must not use obscenities, profanity, or vulgar language. Aides must not use blogs or personal Web sites to disparage the Agency or share any confidential information or information that is considered PHI under HIPAA. Aides may not use blogs or personal Web sites to harass or intimidate other Aides, Clients, or Clients' families.
- Aides may not use blogs or personal Web sites to discuss engaging in behavior that is prohibited by Agency policies, including, but not limited to, the use of alcohol and drugs, sexual activity, sexual harassment.

PHOTO WAIVER AND RELEASE

By acknowledging this Handbook you hereby consent to and authorize the Agency (a) taking at any time, in the Agency's discretion, my photograph, whether alone or with other people, (b) using and re-using each such photograph in print, electronic or other media, or copies of

same for the Agency's publications, advertising, marketing (including social media marketing), publicity, promotions, public relations, and news media business activities, including, but not limited to, the Agency's website and in the Agency's business development or other promotional materials, including print, broadcast, and electronic media, including social media. I can withdraw this consent at any time by notifying the corporate office. By accepting employment with the Agency, I, and my successors and assigns, release and discharge the Agency from each claim or cause of action arising out of or in connection with its use of my photograph or name pursuant to this consent (including, without limitation, each claim or cause of action arising under Section 50 of the New York Civil Rights Law).

DRUG AND ALCOHOL POLICY

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

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

Rules

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

An Aide, to the extent consistent with applicable federal, state and local laws, will be required to undergo a screening test for the use of illegal and non-prescription drugs, alcohol or other substances under any of the following or other circumstances which may be determined by The Agency under this policy:

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

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

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

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

COMPLAINT PROCEDURES

Questions or problems concerning your job should be brought up with your Coordinator. It is expected that most difficulties will be satisfactorily resolved in this way. If for some reason, a matter you discussed with the Agency staff is not resolved to your satisfaction, we have an open door policy, which means that you can discuss any issues with the next level, a director. If at this time you are still not satisfied with the decision, you may file a complaint with your Coordinator and request that it be submitted to the Board of Directors. This review will take place, and answered within a reasonable amount of time (not to exceed 30 days). The decision rendered by the Board of Directors will be final.

You will find a complaint form at the end of this Handbook. You may also submit a complaint on any piece of paper you have available. Please send all complaints to the Quality Assurance Department.

For complaints that allege a violation of the law, you are required to follow the FAIR program if you are not satisfied with the Board of Directors' response. Thus, where your complaint alleges a violation of the law, and the Board has rejected your complaint, you are required to follow the FAIR Program if you wish to pursue your complaint and the complaint alleges a violation of some law.

TIME AND ATTENDANCE – TIME OFF

The agency is open 24 hours a day, 7 days a week.
Call 845-425-6555 anytime.

TIME AND ATTENDANCE:

All personnel are expected to show up at their assignments on time, with proper identification and dressed appropriately.

It is your responsibility to arrive at your assignment promptly at the start of the shift. If you are unable to cover your case for any reason, you must notify The Agency as early as possible so that we can arrange for coverage.

You can call our office at any time, 24 hours, and 7 days per week. Office hours are from 9.00 a.m. to 5.00 p.m. Monday through Thursday; Friday 9.00 a.m. to 1.00 p.m. In addition, The Agency's supervisor is on-call whenever the office is closed and can be reached by calling the regular office number.

Failure to notify The Agency that you will be out sick, late, on vacation, etc. may be grounds to terminate your employment. While we understand that situations arise which may stop or delay you from working on a particular day, it is extremely important that such information be known to The Agency.

TARDINESS:

Tardiness or failing to report to work as scheduled can be problematic for the clients. If an Aide is sick or is going to be late, he /she must call the office main phone number at 845- 425- 6555. When calling, be sure to identify the reason for calling off or reporting to work late. If you are working in New York City and you are calling off or reporting late due to one of the reasons protected by the New York City Safe and Sick Time Law, please follow our policy in this Handbook, which requires you to notify your Coordinator that you are absent or late due to one of the reasons covered by the Law.

Do not call your Client directly. You are employed by the Agency not the Client.

You MUST NOT arrive late or leave early unless approved by the Agency.

Excessive and repeated tardiness without proper reasons will lead to termination.

FAMILY AND MEDICAL LEAVE

The Company provides leave according to the Family and Medical Leave Act of 1993 (FMLA) and the New York Paid Family Leave (NYPFL) Law to covered employees in certain circumstances and as more fully described in this policy.

Eligibility

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

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

Leave Entitlement

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

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

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

NYPFL. You may take up to the following amounts of NYPFL, for the reasons listed below, in a 52 consecutive week period:

- Starting January 1, 2018: 8 weeks of leave;
- Starting January 1, 2019: 10 weeks of leave; and
- Starting January 1, 2021: 12 weeks of leave.

The 52 consecutive week period is measured using a "rolling" method that is measured backward from the date you use any NYPFL.

NYPFL may be taken for the following reasons:

1. To care for a spouse, domestic partner, child, parent (including in-laws), grandparent, or grandchild with serious health condition;
2. To bond with a child during the first 12 months after the child's birth or placement for adoption or foster care or to meet adoption or foster care obligations (leave to be completed within one year of the child's birth or placement); or
3. To meet qualifying exigencies arising from the fact that your spouse, domestic partner, child, or parent is on active duty or "has been notified of an impending call to active duty" in the U.S. Armed Forces.

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

During NYPFL, paid benefits will be provided by the Company's NYPFL insurance carrier, at the following levels provided by law:

- January 1, 2018: 50% of the employee's Average Weekly Wage (AWW), up to 50% of the NYS Average Weekly Wage (NYS AWW).
- January 1, 2019: 55% of the employee's AWW, up to 55% of the NYS AWW.
- January 1, 2020: 60% of the employee's AWW, up to 60% of the NYS AWW.
- January 1, 2021: 67% of the employee's AWW, up to 67% of the NYS AWW.

The NYS Average Weekly Wage is the average weekly wage paid across New York State during the previous calendar year and is determined and published by the New York State Department of Labor each year.

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

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

Family Members Working for the Company

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

NYPFL. The Company will not permit more than one employee to take NYPFL at the same time to care for the same family member (e.g., where both spouses or other qualifying relatives work for the Company).

Definitions

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

Inpatient care means an overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity, as defined by the law, or any subsequent treatment in connection with such inpatient care.

A serious health condition involving continuing treatment by a health care provider requires any one or more of the following:

- A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves: (a) treatment two or more times, within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, a nurse under direct supervision of a health care provider, or a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or (b) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider;
- Any period of incapacity due to pregnancy or for prenatal care;
- Any period of incapacity or treatment for such incapacity due to a chronic serious health condition;
- A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective; and
- Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or a provider of health care services under orders of, or on referral by, a health care provider.

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

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

A serious health condition involving continuing treatment or continuing supervision by a health care provider requires any one or more of the following:

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

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

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

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

- *Short-notice deployment.* To address any issue that arises from the fact that the Military Member is notified of an impending call or order to covered active duty, for a period of seven (7) or less calendar days from the date of notification;
- *Military events and related activities.* To attend any official ceremony, program, or event sponsored by the military that is related to the covered active duty or call to covered active duty status of the Military Member, or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the covered active duty or call to covered active duty status of the Military Member;
- *Childcare and school activities.* To attend to certain childcare and school activities that are necessitated by the Military Member's active duty or call to active duty status, such as: (i) arranging for alternative childcare; (ii) providing childcare on an urgent, immediate need basis (but not on a routine, regular, or everyday basis); (iii) enrolling in or transferring to a new school or daycare facility; and (iv) attending meetings with employees at a school or daycare facility;

- *Financial and legal arrangements.* To make or update financial and legal arrangements to address the Military Member's absence while on covered active duty or call to covered active duty status;
- *Counseling.* To attend counseling provided by someone other than a health care provider, for oneself, for the Military Member, or for the biological, adopted, or foster child, a stepchild, or a legal ward of the Military Member, or a child for whom the Military Member stands in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence, provided that the need for counseling arises from the covered active duty or call to covered active duty status of the Military Member;
- *Rest and recuperation.* To spend time with a Military Member who is on short-term, temporary, rest and recuperation leave during deployment for up to fifteen (15) calendar days;
- *Post-deployment activities.* To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of 90 days following the termination of the Military Member's covered active duty status; and to address issues that arise from the death of a Military Member while on covered active duty status;
- *Parental care.* To provide certain care to a Military Member's parent who is incapable of self-care, and where each instance of the care provided is necessitated by the Military Member's covered active duty. Covered activities provided to the parent of a Military Member under this provision include: (1) arranging for alternative care for a parent of the Military Member; (2) providing care for a parent of the Military Member on an urgent, immediate need basis; (3) admitting or transferring the parent of a Military Member to a care facility; and (4) attending meetings with employees at a care facility where the parent of a Military Member resides or stays; or
- *Additional activities.* To address other events which arise out of the Military Member's covered active duty or call to covered active duty status, provided that Multisorb and employee agree that such leave shall qualify as an exigency, and both agree to the timing and duration of such leave.

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

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

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

- In the case of a Current Servicemember, an injury or illness that was incurred by him or her in the line of duty on active duty in the Armed Forces (or that existed before the beginning of his or her active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the Covered Servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating; and

- In the case of a Covered Veteran, an injury or illness that was incurred or aggravated by him or her in the line of duty, while on active duty in the Armed Forces, and which manifested itself before or after he or she became a veteran, and is:
 1. A continuation of a serious injury or illness that was incurred or aggravated when the Covered Veteran was a member of the Armed Forces and rendered him or her unable to perform the duties of his or her office, grade, rank, or rating;
 2. A physical or mental condition for which the Covered Veteran has received a VA Service Related Disability Rating (“VASRD”) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for leave;
 3. A physical or mental condition that substantially impairs the Covered Veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would do so absent treatment; or
 4. An injury, including a psychological injury, on the basis of which the Covered Veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

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

Maximum duration of leave in any 12-month period: The Military Caregiver Leave is applied on a per-Covered-Servicemember, per-injury, basis such that an employee may be entitled to take more than one period of 26 workweeks of leave if the leave is to care for different Covered Servicemembers or to care for the same Covered Servicemember with a subsequent serious injury or illness, except that no more than 26 workweeks of leave may be taken within any single 12-month period.

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

Intermittent and Reduced Schedule Leave

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

If FMLA leave taken intermittently is unpaid, the Company will reduce the employee’s salary based on the amount of time actually worked. In addition, while an employee is on an intermittent or reduced schedule leave, the Company may temporarily transfer him or her to an available alternative position that better accommodates his or her leave schedule and has equivalent pay and benefits.

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

NYPFL. Eligible employees may take NYPFL intermittently in no less than daily increments. The maximum number of days of NYPFL available to an employee is calculated based on the average number of days the employee works per week. For example, a worker with a schedule of 5+ days per week can take up to the then-applicable maximum weeks of leave multiplied by 5 days (in 2018, the maximum is 8 weeks, so the worker would be eligible for up to 40 days of leave in a 52-week period). For an employee who works 3 days per week (60% of the work week) can receive only 60% of the then-applicable maximum leave (in 2018, this would be 60% of 40 days, so the employee would be eligible for up to 24 days of leave in a 52-week period).

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

NYPFL Contributions and Waivers

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

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

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

Application for FMLA Leave and/or NYPFL

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

- **Foreseeable Leave.** Where the need for leave is foreseeable (e.g., planned medical treatment, expected birth or placement of a child, planned medical treatment for a serious injury or illness of a family member, etc.), an employee must provide the Company with at least 30 days advance notice of the need for leave.
 - If 30 days advance notice is not possible (e.g., because of lack of knowledge of approximately when the leave will be required to begin, a change in circumstances, or a medical emergency), the employee must at least provide notice as soon as practicable under the circumstances. Normally, it should be practicable for the employee to provide notice of the need for leave either the same day he or she becomes aware of a qualifying event or the next business day.
 - Whether FMLA leave is to be continuous or is to be taken intermittently or on a reduced schedule basis, notice need only be given one time, but the employee shall advise the Company as soon as practicable if dates of scheduled leave change or are extended, or were initially unknown. To qualify for NYPFL, employees must provide

the Company with notice as soon as practicable before each day of intermittent leave.

- **Unforeseeable Leave.** When the approximate timing of the qualifying event and the need for leave is not foreseeable, the employee must provide notice as soon as practicable under the facts and circumstances of the qualifying event. Absent unusual circumstances, it generally should be practicable for the employee to provide notice 2 hours before a scheduled shift as required by the Company's ***policy. it should generally be practicable for the employee to provide notice within two business days after learning of the need for leave.***

An employee who fails to provide advance notice in compliance with these policies must explain to the Company why he or she was unable to do so. Absent unusual circumstances, an employee's failure to follow these policies will result in FMLA leave and/or NYPFL being denied or delayed.

The notice rules apply to each day of intermittent leave under the NYPFL. If an employee is planning a medical treatment or a series of treatments under FMLA or NYPFL or is taking Military Caregiver Leave under the FMLA, he or she must consult with the Company first regarding the dates of such treatment to work out a schedule that best suits the needs of both the employee or the Covered Military Member, if applicable, and the Company.

Applications for leave under FMLA and/or NYPFL should be submitted in writing to the Benefits Administrator. Application forms are available in the Human Resources Department. In addition, employees seeking NYPFL will be required to file a claim with the Company's NYPFL insurance carrier (see NYPFL Claim and Certification Procedure section, below).

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

FMLA Certification Procedure

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

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

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

NYPFL Claim and Certification Procedure

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

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

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

Reporting While on Leave

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

Conditions of FMLA Leave and NYPFL

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

An employee taking an approved leave of absence may not engage in other work or employment during the leave of absence. If an employee engages in other work or employment during the leave of absence, the employee will be considered to have violated the terms of the leave of absence, and to have voluntarily terminated his or her employment with the Company.

An employee on approved leave who fails to return to work at the end of his or her leave will be required to reimburse the Company for all health insurance premium payments expended by the Company on the employee's behalf during the leave, unless the reason the employee does not return to work is due to: (a) the continuation, recurrence, or onset of a serious health condition of the employee or the employee's spouse, son, daughter, or parent; (b) the serious injury or illness of a spouse, son, daughter, or parent, or next of kin, who is a Covered Servicemember; or (c) other circumstances beyond the employee's control.

Employees will not receive holiday pay during leave except as required by applicable law.

An employee may be subject to termination during a leave for reasons including but not limited to falsification of reason for or status of the circumstances surrounding the leave of absence.

If business conditions require a reduction in force, employees on an approved leave of absence will be considered for lay-off and treated in the same manner as active employees.

Employee Compensation and Benefits during FMLA and/or NYPFL

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

Nothing in this policy prevents an employee from applying for worker's compensation or NYS Disability benefits. Leave which is covered by workers' compensation or disability benefits will be designated as FMLA leave to the maximum extent permitted by law.

Employees not receiving workers' compensation, disability (including NYS short term disability), or NYPFL benefits will be required to use their accrued PTO and Sick hours during FMLA leave, and such leaves will run concurrently with the employee's FMLA leave. Employees will also be required to use any accrued PTO and sick hours during any waiting periods for disability benefits or workers' compensation benefits.

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

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

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

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

An employee whose health insurance coverage is maintained pursuant to this policy during an approved FMLA and/or NYPFL leave will be subject to any changes in the Company's group health plan that occur while he or she is on leave (e.g., changes in coverage, premiums, deductibles).

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

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

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

than group health insurance benefits as noted above) for periods where FMLA and/or NYPFL is not run concurrently with use of the employee's accrued PTO or sick hours

Return from an Approved FMLA Leave and/or NYPFL

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

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

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

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

Further Information

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

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

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

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

SICK DAYS

If you are sick, it is imperative that you call the office directly. If you need to get in touch with the on-call supervisor after hours, call the office number 845-425-6555 and the answering service will get in touch with us. When leaving a message with the answering service you must wait for a call back. if you did not receive a call back, we did not receive your message.

If you are out sick, you must inform The Agency if you will be returning to work the next day. This contact is to be made by 5.00 p.m. of each day that you are out. If you do not have contact with The Agency office personnel before 5.00 p.m. we will automatically assume that you are (take out not) going to work the next day. Should you report to work without contacting the office, you will not be paid. You will be expected to leave the patient's home and immediately contact the agency for further instructions.

- If an employee is out for 3 or more days, a doctor's note must be provided upon return to work, explaining the reason for the absence.
- An employee must provide an indication of when he/she will be able to work when calling off from work.
- Employees will not be paid for time not worked with the exception of approved and documented leave time as defined under the Benefits Section of this handbook.
- Aides who need additional leave beyond 3 days are expected to make the request for such leave affirmatively to their Coordinator and discuss their need for additional leave. The Agency may request additional information from you at that point. You are expected to work with your Coordinator and/or other Agency representative who is requesting the information in order to evaluate your leave request. To the extent leave from work is granted, Aides must keep their Coordinator apprised of their circumstances and ongoing leave from work at least weekly (unless a different arrangement is made pursuant to FMLA or other laws). Failure to provide timely updates will lead to termination based on job abandonment.

PAID SICK TIME POLICY FOR NYC AIDES

All Aides begin to accrue sick leave on their first day of work, but are not eligible to begin using sick leave until 120 days after the start of their employment. In addition, an Aide must work at least 80 hours in New York City in a calendar year to be eligible to use sick time.

Aides accrue sick leave at a rate of 1 hour for every 30 hours worked, up to 40 hours in a year, and may use sick leave as it is accrued (after 120 days after the start of employment, and completion of at least 80 hours). The Employer uses a calendar year basis for all accrual.

Aides will be paid the same rate for sick pay as they would have earned had they worked those hours, for the scheduled hours that day. Sick time may be requested in ½ day increments (4-hour minimum and, beyond the 4-hours, increments of 30 minutes or more as needed); an Aide scheduled for up to 8 hours of work may use 8 hours of accrued sick pay (if he or she has accrued that much); an Aide scheduled for up to 12 hours of work may use 12 hours of accrued sick pay (if he or she has accrued that much).

Aide will be paid for sick time used no later than the payday for the next regular payroll period beginning after the sick time was used by the Aide.

A maximum of 40 hours may be used in any calendar year.

Aides may use sick leave only for authorized uses under the Law and the Rules, including:

- a. The Aide's mental or physical illness, injury, or health condition;
- b. The Aide's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition;
- c. The Aide's need for preventive medical care;
- d. The Aide's elective surgery, including organ donations;

- e. Care of a family member who needs medical diagnosis, care, or treatment of an illness, injury, or health condition, or who needs preventive medical care;
- f. Care of a family member who has elective surgery, including organ donations;
- g. Closure of Aide's workplace due to a public health emergency (as declared by the Commissioner of the New York City Department of Health and Mental Hygiene or the Mayor);
- h. The Aide's need to care for a child whose school or child care provider is closed due to a public health emergency; or
- i. "Safe time." For purposes of this policy, "safe time" means time that Aide may take off from work: (a) To obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program; (b) to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the Aide or Aide's family members from future harm; (c) to meet with an attorney or other social service provider to obtain information and advice on, and prepare for or participate in, any criminal or civil proceeding, including matters related to a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit; (d) to file a complaint with law enforcement; (e) to meet with a district attorney's office; (f) to enroll children in a new school; or (g) to take other actions necessary to maintain, improve, or restore the physical, psychological, or economic health or safety of the Aide or the Aide's family member.

For purposes of this policy, a family member means a child (biological, adopted, or foster child; legal ward; child of an Aide standing in loco parentis), grandchild, spouse, domestic partner, parent, grandparent, child or parent of an Aide's spouse or domestic partner, and sibling (including a half, adopted, or step sibling).

Aides must give as much notice as practical in the circumstances for use of sick leave, but not less than 7 calendar days' notice for foreseeable or pre-scheduled absence. However, where it is not feasible to give significant advance notice, such as emergencies or sudden unexpected conditions, the Aide must notify their Coordinator as soon as practicable in the circumstances. Failure to give proper notice, where notice is possible, may result in denial of the leave or disciplinary action.

An employer may be asked to confirm, in writing or otherwise, that sick time was taken pursuant to the NY Sick Leave law. Use of sick time for reasons not covered by the NY Sick Leave law will be subject to disciplinary action.

Aides may be required to submit documentation signed by a licensed health care professional for an absence of more than three consecutive work days.

Up to 40 hours of unused accrued time will be carried over to the next calendar year, and will be available to use as of January 1, subject to the limit of 40 hours use in any calendar year.

If an Aide leaves the Agency, and returns within 6 months, any accrued unused time will be retained. Sick time will not be paid out upon voluntary or involuntary termination of employment.

Excessive absenteeism (apart from proper use of Sick Leave), failure to properly call in advance of leave (except where not possible in circumstances like emergencies), or patterned absences may be subject to disciplinary action.

Please feel free to contact Human Resources with any questions you may have about Paid Sick Leave, or to find out how many hours you have accrued or used.

LEAVE OF ABSENCE:

An employee wishing to take a leave of absence is required to do so in writing. The agency requires a minimum of two (2) weeks' notice, and will allow you a three (3) month absence. If you require an extension, it must be done in writing. If the absence is covered by the Family and Medical Leave Act, the NYS Paid Family Leave, or other types of leave and you are eligible under those laws for leave, the Agency will designate the leave as such leave and you will receive the proper paperwork. To the extent you are not covered by any law, such as FMLA, or you have exhausted your leave entitlement under applicable laws (such as FMLA), the Agency will provide you with up to six (6) months of unpaid leave, provided that (a) there is not an effective alternative accommodation that allows the Aide to remain at work, and (b) such leave does not pose an undue hardship.

If requesting a leave for medical reasons, the Agency may request appropriate medical information to verify the Aide's medical condition and need for leave. Failure to provide the information requested by Agency may result in the delay or denial of the requested leave. Consistent with applicable law, the Agency also reserves the right to require Aides to submit to an examination by a medical professional it selects.

A leave of absence granted pursuant to this policy will be unpaid, but an Aide may use any or all of his or her accrued paid time off during such leave. While on a leave of absence under this policy, Aides may be eligible for short-term disability and/or long-term disability insurance benefits, subject to and in accordance with the plan documents governing such benefits [confirm]. Group health benefits (e.g., medical insurance) will be available to Aides at their own expense, subject to and in accordance with COBRA. All benefits that operate on an accrual basis (e.g., paid time off) will cease to accrue during any portion of leave that is unpaid.

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

The Agency may require Aides seeking to return to work following a leave to provide appropriate medical information and/or require the Aide to submit to a medical examination, consistent with applicable law.

After your absence and before returning to work all missed in-services must be made up, and all compliance issues rectified. You cannot return to work until the human resources specialist has approved that you are in compliance with all the legal requirements for taking on a case (e.g., immunization requirements). Failure to comply with these requirements will result in termination.

Upon your return to work, the Agency will make every effort to provide you with as close to or similar work as you had before your leave. There is no guarantee that you will return to your previous client.

If you are away or out of the county, you are still responsible to contact the office. Not returning to work when scheduled to return will result in termination. If Aide does return at a future date, the Aide will be considered a new hire, and all documentation, benefits and wages will be granted as a new Aide.

If an Aide is unable to return to work following the exhaustion of the leave provided under this policy, the Aide will be deemed to have abandoned his or her job, with the exception of Aides who were under a leave of absence due to a disability. For such Aides, the Aide must request and receive an accommodation under the Agency's Americans with Disabilities Act policy. Each request for such an accommodation under the ADA policy will be evaluated on a case-by-case basis, and the Agency may request appropriate medical information to verify the Aide's medical condition and need for additional leave. Failure to provide the information requested may result in the delay or denial of the requested leave.

TAKING OFF/UNPAID VACATION:

Vacation requests must be approved by the Coordinator and done at least two (2) weeks in advance. Your request may be declined if there is not adequate coverage. Therefore, you can request time off as soon as you make your plans but must remind the Client Service Specialist two (2) weeks prior to your leave.

NURSING MOTHERS

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

An Aide who needs lactation breaks should speak to the Coordinator and the client to arrange for break time and so that reasonable efforts can be made to provide a room or other location for the staff member to express milk in private. The Agency prohibits discrimination on the basis of the need to express breast milk.

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

JURY DUTY:

If an employee is called to jury duty, he/she must notify the coordinator and submit a copy of the Notice to Serve. If an employee reports for jury duty and is excused, The Agency requests that he/she return to work to complete his/her regular workday.

If an employee does indeed serve as a juror he/she should submit proof of service. The agency will then reimburse the first forty dollars of such juror's daily wages during the first three days of jury service.

MILITARY LEAVE

Aides who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in State military service will be given the necessary time off and reinstated in accordance with federal and state law. The time off will be unpaid, except where state or federal law dictates otherwise. Accrued paid time off may be used for this leave.

Military orders should be presented to the Coordinator and arrangements for leave made as early as possible before departure.

You must notify your Coordinator of your intent to return to employment based on requirements of the law. Your benefits may continue to accrue during the period of leave in accordance with state and federal law.

TIME OFF TO VOTE

If an Aide is qualified to vote and desires to do so but his or her normal work hours make voting impossible, the Aide should notify his or her Coordinator in writing not more than ten, nor fewer than two, working days before the day of the election. The written statement should include the reasons why the Aide finds it impossible to vote before or after his or her normal work hours. The Coordinator will review the statement and inform the Aide of what alternate arrangements can be made to allow him or her to vote and whether the Aide is entitled to time off with pay, up to two hours, to vote.

Exempt Aides may be provided additional time off with pay when necessary to comply with state and federal wage and hour laws..

LEAVE FOR BONE MARROW DONATION

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

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

LEAVE FOR BLOOD DONATION

Unless otherwise required by applicable law, upon request, Aides working 20 or more hours per week on average will be given three (3) hours of unpaid time off in each 12 month period to donate blood. Aides must obtain approval from their Coordinator prior to scheduling an appointment to donate blood. The Agency may, due to business necessity, deny a request for a particular leave time and require that the leave be taken at a more appropriate time.

Aides will be required to provide documentation to verify blood donation leave. Retaliation for requesting a leave of absence for purposes of donating blood is prohibited.

RESIGNATION

If you resign from your employment with the agency, you are expected to give a minimum of two (2) weeks' notice.

You are expected to work a minimum of one (1) day per 12 month period. If you do not work at least 1 day, in-service is not considered working, it will be considered as you voluntarily resigned.

WAGE AND PAYROLL INFORMATION

The Agency and you are required to keep accurate records of time worked in order to calculate Aides' pay. You will be paid on a weekly basis. **You must submit a written timesheet AND the clock-in verification system must be used.**

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

As a general matter, Aides are only permitted to work those hours that were authorized for the Client to receive care from the Agency. Of course, the Agency understands that exceptions and circumstances beyond the Aides' control will arise from time to time. For example, if a Aide is required to stay longer than their scheduled shift because the relief Aides has not arrived, the Aide will be paid for the additional time that he/she renders services to the Client. However, Aides can never approve additional hours for themselves, and the Clients cannot extend Aides' hours of work. The Coordinator should be immediately contacted before the Aides undertakes performing any additional work beyond your scheduled shift time.

Unless otherwise instructed, staff is not permitted to work or provide services to Clients while the Client is admitted into a hospital.

As noted above, depending on the client's needs, an Aide may need to wait for replacement staff before you can leave at the end of your shift. If the replacement staff is more than 15 minutes late, the Aide should call the office. The Agency will make every effort to locate the replacement staff and call the Aide back with an explanation and/or substitute. Aides are required to remain with the client until arrangements can be made to meet the client's needs.

You are not permitted to work anywhere else at the same time you are working for your client. You may not work for the client more than the allotted hours as set forth by the Coordinator.

WAGES

Your hourly rate shall be initially determined at the time of employment. You will be notified at the time of hire of your basis of pay (salary, hourly) and your pay rate. Salaries and/or wages may be changed from time to time at the Agency's determination.

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

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

OVERTIME

Non-exempt Aides will receive overtime pay in accordance with applicable federal and state law at a rate of one and one-half times their regular rate of pay for all hours worked over 40 hours in any

workweek. Overtime pay is based on hours actually worked. Any overtime work must be approved by your Coordinator before the overtime hours are worked. Failure to comply with this requirement may subject you to discipline.

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

PAYROLL ERRORS

You should review your payroll checks for errors. If you believe there are errors in your pay, including that you have been overpaid or underpaid, that improper deductions have been taken from your pay, or that your pay does not accurately reflect all hours worked, including overtime, you must report your concerns to the Human Resources Representative immediately. The Agency will promptly investigate all reported complaints and, if appropriate, take corrective action.

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

MEAL PERIODS

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

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

TIMESHEETS

TIMESHEETS MUST BE SUBMITTED BY MONDAY AT 12PM, EVEN ON A HOLIDAY.

If your time slip is late, you will not be paid that week. You will receive your pay the following week. **We strongly encourage your timesheets to be submitted on time so that we can ensure timely pay.**

Timesheets can be sent to:



845-352-2808

Mail



48 Bakertown Road #205 Monroe NY 10950

If you mail your time slips they may not reach us by Monday 12:00pm, If you do mail your time slips, please understand that if the mail is delayed, we are not responsible.

Timesheets@commhealthcare.com



Drop it off in the designated box at the closest satellite office.

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

Please be advised that all time sheets must be signed by yourself and the client at the end of each day. **Do not hold off until the end of the week to obtain all signatures. Do get a signature each and every day before you leave the clients home.** Dates, times, personal information, signatures and patient information must be filled out correctly. You are required to enter the time that you actually start work and the time that you finish working.

[Here is a step by step guide on how to a timesheet should be filled out:](#)

Community HOME HEALTH CARE
Your community for life!

FOR OFFICE ONLY:
Timesheet # _____ Week# _____ Office Code _____

PCA-HHA-DUTY SHEET
Coordinator _____

Patient's Name: (PRINT): John Doe
Employee Name: (PRINT): MARY JANE Week Starting _____ Week Ending _____

SAMPLE

	SAT	SUN	MON	TUE	WED	THUR	FRI	
DATE				12-3		12-4	12-5	
START TIME				9 AM		9 AM	9 AM	
FINISH TIME				3 PM		3 PM	3 PM	
TOTAL HOURS				6		6	6	
PERSONAL CARE	S	S	M	T	W	T	F	
BATH								
<input type="checkbox"/> TOTAL CARE-103								
<input type="checkbox"/> SHOWER-101								
<input type="checkbox"/> BED-102								
<input type="checkbox"/> ASSIST								
<input type="checkbox"/> COMB-107								
<input type="checkbox"/> SHAMPOO-108								
<input type="checkbox"/> SHAVE-109								
<input type="checkbox"/> NAILS-110								
<input type="checkbox"/> DRESSING-111								
<input type="checkbox"/> SKIN CARE-112								
<input type="checkbox"/> FOOT CARE-113								
<input type="checkbox"/> TOILETING: <input type="checkbox"/> CHAIR-114 <input type="checkbox"/> COMMODE-115								
<input type="checkbox"/> BEDPAN/URINAL-116								
<input type="checkbox"/> TOILET-117								
NUTRITION								
<input type="checkbox"/> REG. <input type="checkbox"/> PRESCRIBED-201								
<input type="checkbox"/> BREAKFAST-202								
<input type="checkbox"/> LUNCH-203 <input type="checkbox"/> DINNER-204								
<input type="checkbox"/> PREPARE SNACK-205								
<input type="checkbox"/> ASSIST WITH FEEDING-206								
<input type="checkbox"/> RECORD INTAKE <input type="checkbox"/> FOOD-207 <input type="checkbox"/> FLUID-208								
ACTIVITY								
<input type="checkbox"/> TRANSFERRING-300								
<input type="checkbox"/> ASSIST WITH WALKING-301								
<input type="checkbox"/> DEVICE IN USE-302								
<input type="checkbox"/> CANE <input type="checkbox"/> WALKER <input type="checkbox"/> CRUTCHES								
<input type="checkbox"/> ASSIST WITH HOME EXERCISE PROGRAM-303 (HHA ONLY)								
<input type="checkbox"/> ASSIST WITH ROOM-306								
<input type="checkbox"/> EXERCISES: <input type="checkbox"/> R Arm <input type="checkbox"/> L Arm <input type="checkbox"/> R Foot <input type="checkbox"/> L Foot <input type="checkbox"/> Neck								
TURNING AND POSITIONING (AT LEAST Q2)-311								
I Herby Certified that the hours shown above represent my total hours worked for the week and where properly certified by the client or by an authorized Representative								
SAT	Patient / Care Giver		PCA-HHA Signature		Patient / Care Giver		PCA-HHA Signature	
SUN								
MON								
TUES	<u>John Doe</u>		<u>Mary Jane</u>		<u>John Doe</u>		<u>Mary Jane</u>	

All time sheets must be in office before Monday 12 pm, Fax (845)-352-2808, mailing Address 48 Bakertown Road #403 Monroe NY

Patient's Name: write the full name of your patient CLEARLY

Employee's Name: write your name CLEARLY.

- Don't scribble! If the name is not clear we may not know to whom the timesheet belongs and it may delay your pay.

Patient's Name: (PRINT): _____	Week # <input type="text"/> <input type="text"/> <input type="text"/>
Employee Name: (PRINT): _____	Office Code <input type="text"/> <input type="text"/>

Date: enter a clear date for each day you worked. For ex: if you word Sunday, enter the date for Sunday in the Sunday field.)

Start time: enter the time you arrived to the patient's house

Finish time: enter the time you left the patient's house

- If you are doing a live in case, you should write the words "live in" in this field.

Total time: enter the total amount of hours you worked for each day.

	SAT	SUN	MON	TUE	WED	THUR	FRI
DATE				12-3		12-4	12-5
START TIME				9 AM		9 AM	9 AM
FINISH TIME				3 PM		3 PM	3 PM
TOTAL HOURS				6		6	6

In the next section you must check off all the duties you performed at the patient's home, per day. Each shift you must have performed a minimum of 5 duties which should include at least 1

“personal Care Duty”. Take your time in filling this section out correctly. If you forget to fill it out, or you did duties out of your plan of care, it may delay your pay.

PERSONAL CARE		S	S	M	T	W	T	F	TREATMENTS/SPECIAL NEEDS		S	S	M	T	W	T	F
BATH									TAKE TEMPERATURE - 400								
<input type="checkbox"/> TOTAL CARE-103	SPONGE-120								<input type="checkbox"/> ORAL <input type="checkbox"/> RECTAL								
<input type="checkbox"/> ASSIST	SHOWER-101				✓		✓	✓	AXILLARY								
	BED-102								TAKE PULSE - 403								
HAIR CARE	COMB - 107				✓		✓	✓	TAKE RESPIRATION - 404								
	SHAMPOO-108				✓		✓	✓	TAKE BLOOD PRESSURE - 405								
GROOMING	SHAVE - 109								WEIGH PATIENT - 406								
	NAILS - 110								RECORD OUTPUT (URINE/BM) - 407								
DRESSING - 111					✓		✓	✓	ASSIST WITH CATHETER CARE - 408								
SKIN CARE - 112									EMPTY FOLEY BAG - 409								
FOOT CARE - 113									ASSIST WITH OSTOMY CARE - 410								
TOILETING:									RECORD TO TAKE MEDICATION - 411								
<input type="checkbox"/> DIAPER - 114 <input checked="" type="checkbox"/> COMMODE - 115					✓		✓	✓	ASSIST WITH TREATMENTS SPECIFY AS WRITTEN ON POC:								
<input type="checkbox"/> BEDPAN/URINAL - 116									PATIENT SUPPORT ACTIVITIES								
<input type="checkbox"/> TOILET - 117									CHANGE BED LINEN - 500					✓			
NUTRITION									PATIENT LAUNDRY - 501								✓
DIET: <input type="checkbox"/> REG. <input type="checkbox"/> PRESCRIBED - 201									LIGHT HOUSEKEEPING - 502								
PREPARE: <input checked="" type="checkbox"/> BREAKFAST - 202									PATIENT ROOM - 503								
<input checked="" type="checkbox"/> LUNCH - 203 <input type="checkbox"/> DINNER - 204					✓		✓	✓	KITCHEN								

In the signature section, the patient will need to sign for each day that you worked. For ex: if you worked on Tuesday, the patient will need to sign the ‘patient/caregiver’ field for Tuesday. You will also need to sign in the ‘PCA-HHA Signature’ field for each day you worked. If any of the signatures are missing, it WILL delay payment.

Representative					
	Patient / Care Giver	PCA-HHA Signature		Patient / Care Giver	PCA-HHA Signature
SAT			WED		
SUN			THUR	John Doe	Mary Jane
MON			FRI	John Doe	Mary Jane
TUES	John Doe	Mary Jane			

All time sheets must be in office before Monday 12 pm, Fax(845)-352-2808, mailing Address 48 Bakertown Road #403 Monroe NY

- If after reviewing the above details on how a timesheet should be filled out you still have questions, feel free to reach out to your coordinator or HR Representative who will be more than happy to assist you with your questions. We want to be sure you understand how to complete it.
- Each timesheet consists of 3 slips. the white copy comes into the office, the yellow copy is for the client and the pink copy is for your records.
- The agency has a standard PCA/HHA timesheet. In Some Circumstances, specific vendors may require a caregiver to fill out a different timesheet. Before going to a new case for the first time, it is your responsibility to confirm with the coordinator which timesheet should be used for that client. Be s ure to use the correct time slip for your client.

USE OF THE ELECTRONIC ATTENDANCE VERIFICATION SYSTEM (EAVS)

Community Home Health Care requires the use of an EAVS when working with a client. You are required to use the EAVS system when you report to work for the client, and when you have completed your shift. Clock in and out must be done from the client’s home phone or thru the designated mobile app. On those occasions when calling from the client’s home phone is not possible, and the mobile app is not available to you, it must be discussed with your Coordinator.

On your ID badge, you will be provided with a designated ID number to use for clocking in. It is prohibited to allow anyone else to use your ID number. You must clock in and out for each shift that is worked. Failure to use the call-in system properly may cause a delay in your pay.

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

USE OF PHONE CLOCK IN

Phone Numbers:

English	845-533-9033	Toll	877-833-4935
French/creole	845-531-5990	Spanish	914-401-0025
Russian	845-678-8394		

CALL IN:

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

CALL OUT:

1. Dial the number
2. Press **2** for CALL OUT
3. Enter your assignment ID
4. The system will repeat the assignment you entered. Press **1** to confirm or **0** to re-enter & call is complete.
5. Enter all the duty IDs that you did for the patient. This can be found on the timesheet near each duty (small 3 digit number)
6. Press **000** to complete the call

Rules:

- ❖ **Call in/Call out: can only be done from the patients home phone. Calling in from personal cell phone will not be allowed.**
- ❖ A call out for a shift without a call in will **NOT** be accepted.
- ❖ **Live in:** when working on a live in case, you should call in regularly when you to the case. The following 1pm the aide should clock out and immediately clock back in. This should be done every day at 1pm.
- ❖ **Shabbat observant:** Notify the agency if the patient is Shabbat observant and therefore you cannot use the patients phone.
- ❖ **No direct phone number:** Patients may not always have a direct phone number. In such a case notify the agency of the situation.
- ❖ **Rotary phone:** The time attendance system will not work a rotary phone.
- ❖ Payroll is generated through the call in and call out system.
- ❖ **If you are experiencing problems with calling in or calling out, please notify the agency immediately.**
- ❖ **Calling in and out is NOT instead of the timesheet, timesheets must also be submitted.**

USE OF MOBILE APP

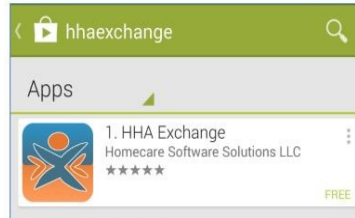
Community Home Health Care now has a mobile app to make the process of calling in and out easier for you.

Setup guide

The HHA Mobile App is free and is available for download on iTunes and Google Play stores. The Caregiver is responsible for downloading and installing the application then reporting the required Credentials to the agencies they are working for in order to use the application.



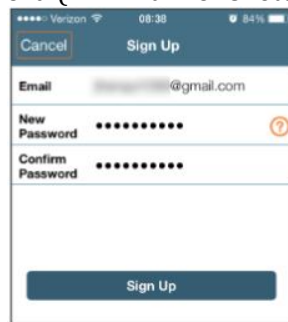
To download the HHA Mobile App, go to either the iTunes App store or Google Play and search on the keywords HHA Exchange. The app will appear on the search results screen:



Install the HHA Mobile App and Sign Up

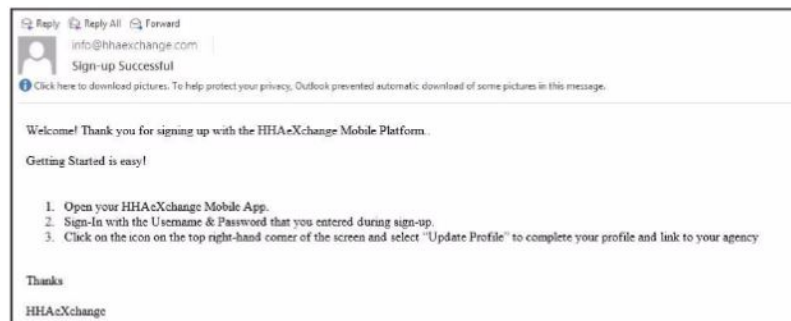
Once you have downloaded the App, press **Sign Up** on the bottom left of the main screen. The App will prompt you for:

- Your Email Address
- A Password (minimum of 8 letters, 1 capital, and 1 numeric value)



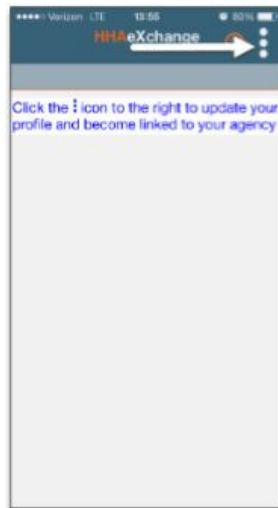
Sign Up Screen

Select [Sign Up] once you have entered your email and confirmed your password. These will serve as your log in credentials going forward. When you successfully created an account, you will receive a verification email.



Successful Sign Up Email

Register: After receiving the verification email, log into the App. Review the Terms of User Agreement, and after selecting the Agree button, you will be brought to the Main Screen, which will display a message prompting you to click the 3 dot icon in the upper right hand corner. Click the icon and select **Update Profile**



Step 1: Click the 3 dot icon

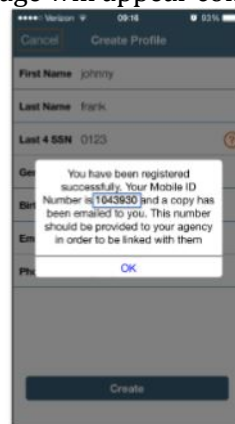


Step 2: Select Update Profile

Complete all fields on the **Create Profile** page and click the [Create] button. If all the information has been entered correctly, a message will appear containing your **Mobile ID**:



Step 3: Complete all the Fields



Step 4: Provided your Mobile ID to your Agency

Note: the values for **Last Name**, **Last 4 SSN**, **Gender**, and **Birthday** must match the information on record with the agency. If one of the values does not match, the Mobile App will not link correctly

The HHAexchange system will send a second email after successful registration. This one will contain your Mobile ID as well as instructions on how to log in and begin using the Mobile App

- Call your HR representative to provide them with your mobile ID number. Your HR representative will link your account.

Once the setup is complete you will be able to clock in and out using this app. Please note: this app works with GPS. You must be in the client's home when you clock in/out for us to accept the clock in/out as valid.

COMPENSATION

Payroll checks will be mailed out to your home weekly on Thursday. You can also choose to receive your pay via direct deposit. Community Home Health Care highly recommends you choose the direct deposit benefit to avoid disruptions in check distribution due to weather or failed delivery methods.

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

If you are working for an eligible client, you will receive Wage parity benefits in addition to your pay. Below you will find more detailed information on our Wage Parity Program.

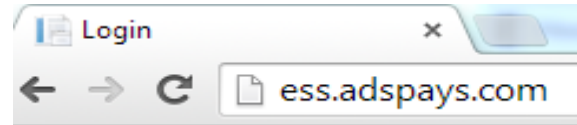
WAGE PARITY

Aides who work on cases that are reimbursed by Medicaid in whole or in part and in certain regions of the State are eligible to receive “wage parity” benefits in addition to minimum wage. The wage parity amounts vary from region to region and year to year. Information about wage parity will be distributed during orientation or can be requested from the Human Resources Representative.

INSTRUCTIONS TO VIEW YOUR ONLINE PAY STUB

Login instructions;

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



User Login

User ID
Enter your User ID

Password
Enter your Password

[Login](#)



NAVIGATION

- click on "Pay History" on the top left of the page
- scroll down the page to view payroll history summary information

click on the red icon on the left to view/print or download your paystub.

Voucher List									
	Employee	Type	Number	Date	From	To	Gross Pay	Net Pay	
	Alternate Staffing Inc. - Field	Direct Deposit	40933	08/13/2014	08/02/2014	08/09/2014	329.33	409.03	
	Alternate Staffing Inc. - Field	Direct Deposit	40938	08/06/2014	07/26/2014	08/03/2014	673.33	303.81	
	Alternate Staffing Inc. - Field	Direct Deposit	39927	08/05/2014	07/18/2014	07/25/2014	329.33	381.04	
	Alternate Staffing Inc. - Field	Direct Deposit	38379	07/25/2014	07/12/2014	07/19/2014	673.33	303.81	
	Alternate Staffing Inc. - Field	Direct Deposit	37831	07/18/2014	07/05/2014	07/12/2014	529.33	406.03	
	Alternate Staffing Inc. - Field	Direct Deposit	37286	07/11/2014	06/28/2014	07/04/2014	561.33	427.69	
	Alternate Staffing Inc. - Field	Direct Deposit	36715	07/03/2014	06/21/2014	06/27/2014	673.33	477.83	
	Alternate Staffing Inc. - Field	Direct Deposit	36975	06/30/2014	06/20/2014		0.00	0.00	

Filter Options

Stub Number

Work Date

Gross Pay

Period From

Period To

Net Pay

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

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

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

Direct Deposit Form

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

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

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

PRINT ALL INFORMATION

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

FIRST NAME: _____ **LAST NAME:** _____ **SS#** _____

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

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

BANK NAME: _____

BANK ADDRESS _____

CITY _____ **STATE** _____ **ZIP CODE** _____

ROUTING NUMBER _____ **CHECKING ACCT#** _____ **DEPOSIT%** _____

ROUTING NUMBER _____ **SAVINGS ACCT#** _____ **DEPOSIT%** _____

☐ I agree to have my paystubs available online

☐ I wish to receive my weekly pay stub by mail. I am aware the paystubs will not be available to view and print online.

EMPLOYEE SIGNATURE: _____

DATE: _____

LIVE-IN CASE RULES

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

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

“Bona Fide Sleep Periods” are regularly scheduled sleep periods, which include at least 5 consecutive hours that are not interrupted by a call to duty, in adequate sleeping facilities.

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

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

If you “live-in”¹ the home of the Client, “adequate sleeping facilities” means private quarters (i.e., a living and sleeping space that is separate from the Client or other Aides) in a homelike environment (i.e., a space that includes facilities for cooking and eating, a bathroom, and a space for recreation (these additional facilities may be shared by you and the Client and/or other household members)).

To ensure that you are paid for all hours you work, you will be asked to certify on each timesheet whether or not you have received at least a total of at least 3 hours of Bona Fide Meal Periods and/or at least an 8-hour Bona Fide Sleep Period for each full 24-hour shift. If you do not receive a Bona Fide Meal Period or a Bona Fide Sleep Period on any one shift, you must (1) contact your Coordinator as soon as possible following the conclusion of the shift at issue (generally, not later than within 24 hours following the end of the shift); **and** (b) complete a “Sleep and Meal Period Exception Certification Form” and return the form to your Coordinator as soon as possible (generally, within 72 hours of the shift). A blank Sleep and Meal Period Exception Certification Form is set forth in the Appendix to this Handbook and additional forms are available from any Coordinator.

¹ You “live in” if you reside at your worksite on a “permanent basis” (i.e., you stay there seven nights a week and have no other home of your own), or for “extended periods of time” (i.e., you work and sleep there five days a week (120 hours or more) or five consecutive days or nights (regardless of the total number of hours)).

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

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

Sleep and Meal Period Exception Certification Form

Employee Name (Print): _____

Date of Shift: _____

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

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

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

- ☐ I received a duty-free, uninterrupted sleep period of at least 5 consecutive hours, but did not receive a duty-free, uninterrupted 8-hour sleep period. Specifically, my sleep period was interrupted by a call to duty for a total of ____ hours.
Explain: _____

- ☐ I did not receive a total of at least 3 hours of Bona Fide Meal Periods. Instead, I only received a total of ____ hours of Bona Fide Meal Periods (do not include in this figure any duty-free, uninterrupted meal periods you were able to take that were less than 30 minutes in duration). Explain: _____

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

Signature

Date

Keep in mind						
Take your food, clothes and toiletries to last your schedule. (pack your things in a clean luggage)	Shower daily and do not forget your deodorants. (presentation is very important)	Change into your pajamas at night (Pajamas is only for night time not during the day)	Make sure you are appropriately dressed during working hours	Do not talk too loud on the phone, Avoid chatting on the phone when your patient is awake	Always address your patient and family members as Ms, Mrs., or Mr.	Do not eat the patient food or use your patient phones to make long distance calls

Scheduling		
All live-in case are priority one (These patients must never be left alone even for 5 minutes unless authorized by your supervisor only. For every errands and shopping, you must also call your coordinator for notification and approval)	Make sure to write down the dates and times of your patient medical appointments, that way you do not miss any appointments.	Be prepared to stay longer than expected in case of an emergency

Nutrition		
Make sure your patient eats breakfast, lunch and dinner every day. Also make sure your patient drink enough fluids. If your patient is not eating well, you must call your coordinator and inform her.	Make sure your patient is sitting up for all meals.	If you think your patient is losing weight, you must call your coordinator and inform her.

Skin Care and Hygiene				
Please bath or assist your patient in bathing or showering. If your patient refuses shower or does not cooperate during showers, please call and inform your coordinator.	You must check your patient skin and report any sores, ulcers, bruises, cuts, swelling and black and blue marks	If your patient uses diaper, make sure you change the diapers frequently as needed. Always apply Vaseline on the diaper area to prevent diaper rash.	If your patient is chair or bed bound, you must turn and position patient every 2-3 hours or as indicated in the plan of care to prevent skin break down.	Please change patient into a pajamas for bedtime and change in day clothes during the day.

Housekeeping

Please sweep the house daily and mop and vacuum as needed .	Change linens as needed but at the minimum weekly.	Keep bathroom, kitchen and all living areas tidy and clean at all times.	Laundry should be done as needed but at the minimum weekly.
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Activities

Do you know how to safely operate the Hoyer lift?	Do you know how to safely use the wheel chair?	Do you know how to safely transfer your patient from the bed to the wheelchair, from the bed to the commode, from the wheel chair to the commode?
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Aide's Change Over

Introduction- Say your name, Show your ID badge	POC- Review the POC with the other aide and with the patient.	Routine- Review the patient's routine with the other aide at the case.	Meals- Review the patients preferred meal time, diet, with the other aide.	Equipment- Review with the other aide how to use the patients Hoyer lift, Wheel chair, Walker and etc...	Personal Care- Review with the other aide the showing/bathing and dressing routine, Any specific preferences	Family member's information- Ask the other aide for family members information in case needed.
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BENEFITS

A comprehensive benefits pamphlet is available in all of our satellite offices, and it will be provided to you for review during orientation. You may also request from your HR representative to have a pamphlet mailed to you. This section generally describes some of the benefits we provide to all Aides. Because the terms and conditions of various plans change over time, a summary of the benefits being offered by the Agency will be given at orientation.

HOLIDAY PAY:

The following days are considered holidays and you will be given an additional \$1.00 per hour if you work these days:

- New Years Day
- July 4th
- Thanksgiving Day
- Christmas Day

WORKER'S COMPENSATION

If you are injured while on the job, you may be covered for the medical expenses you incur for the work-related injury and salary lost during the period that you are disabled from working. All Aides are required to report injuries prior to leaving their assignment. Aides may forfeit any right to care by not promptly reporting to this agency.

DISABILITY INSURANCE

You are entitled to New York State Disability benefits if you have a non-job related illness and are unable to work for more than seven (7) days, and are receiving medical care. If you are ill or require hospitalization, notify the office immediately. New York State Disability will pay up to 50% of your average/weekly salary, after the first seven (7) days of illness, and for up to 26 weeks. Aides on disability leave are still required to notify their Coordinator of their status and periodically check in with the Agency. Information about your condition and circumstances may be required before you are reinstated to work.

MEDICAL INSURANCE:

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

YEARLY COMPLIANCE REQUIREMENTS

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

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

IN-SERVICE:

In-service is held every quarter according to the DOH regulations. Twelve (12) hours of in service education is required each year for Home Health Aides and six (6) hours is required each year for Personal Care Aides. In-service is completed online. To start your in-service go to www.commhealthcare.showdme.net. Upon hire, you will be assigned a username (usually your email) and password. If you do not know what your username is, feel free to call your designated HR Representative for assistance.

You will be paid for attending the in-service. Please be sure to report your in-service on the timesheet/EVV for the week in which the in-service is taken. You are not allowed to do any work in addition to the 6 or 12 hours of in-service. This means that any work related to the in-service must be completed within the 6 or 12-hour sitting. You cannot complete tests or similar written assignments beyond the 6 or 12-hour sitting. Should there be extenuating circumstances and you are required to spend more than 6 or 12 hours in the in-service, you need to accurately report such additional time on your EVV or paper timesheet.

All Aides must complete the yearly in-services in order to stay in compliance with the Agency's Policies and Procedures. Failure to comply will result in an in-active status, and you will be replaced on your case. If you have skipped any of the in- service hours, you will have to reapply to the Agency as a new hire.

In-service payment will only be issued after a full "learning path" was completed. You are required to complete each learning path in one single sitting of (each learning path is 6 hours).

PHYSICALS:

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

PPD/QUANTIFERON

PPD's are required prior to employment and on an annual basis for employees with a negative initial PPD. An employee may also choose to submit a Quantiferon TB gold test instead of the PPD.

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

TB SCREEN

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

INFLUENZA:

The Agency requires all Aides to have documented influenza vaccination status on file each year and require unvaccinated personnel to wear a surgical mask at all times while in areas where Clients or residents may be present during periods that the Commissioner of Health determines that the influenza season is underway.

FALSE CLAIMS PREVENTION

Community Home Health Care has a longstanding practice of fair and truthful dealing with its participants, their families, the government, health professionals and others. No individual associated with Community Home Health Care shall engage in any act of fraud, abuse or waste, such as knowingly making false statements of material fact, in the preparation or submission of any claim for reimbursement under the Medicaid program. This policy applies to all Community Home Health Care employees, contractors or other agents. Compliance with this Policy is a condition of employment or business relationship with Community Home Health Care. Violation of this policy is grounds for immediate termination of employment or agency relationship.

This policy outlines Community Home Health Care's anti-fraud policy, and the specific federal and New York State laws relating to fraud, abuse and waste.

A. Definitions of Fraud, Abuse and Waste

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

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

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

Examples of the above include but are not limited to:

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

B. Mandatory Reporting Requirement.

If any individual subject to this policy has reason to believe that anyone associated with Community Home Health Care has engaged in any fraud, abuse or waste, the individual has a duty to report any such observations and concerns immediately to **Chaya Rubin**. Community Home Health Care shall not retaliate against anyone submitting a timely report pursuant to this policy.

All reports shall be investigated under the supervision of Chaya Rubin. All employees and contractors have a duty to cooperate with any investigation conducted by Community Home Health Care.

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

C. Federal and State False Claims Act Statutes

Federal False Claims Act

The Federal False Claims Act is a law that prohibits a person or entity, such as the Agency, from:

- Knowingly presenting to a Government agency a false claim for payment or approval;
- Knowingly using a false record or statement, such as work orders and invoices for work never performed, to receive payment or approval of a false claim;
- Knowingly using a false record or statement to avoid an obligation to pay the Government;
- Knowingly conspiring to defraud the Government by getting a false claim paid; or
- Committing any other fraudulent acts detailed in the False Claims Act.

These prohibitions include claims submitted to federal health care programs like Medicare or Medicaid. The False Claims Act broadly defines the terms “knowing” and “knowingly.” Specifically, knowledge will have been proven for purposes of the False Claims Act if the person or entity: (1) has actual knowledge of the information; (2) acts in deliberate ignorance of the truth or falsity of the information; or (3) acts in reckless disregard of the truth or falsity of the information. Reckless disregard is a term that means a conscious indifference to the consequences of one’s actions. The law specifically provides that a specific intent to defraud is not required in order to prove that the law has been violated.

A person or entity found guilty of violating the False Claims Act is required to repay all of the fraudulently obtained money. In addition, the civil penalty for filing a false claim is between \$5,000 and \$10,000 per false claim and the damages recoverable by the Government can be up to three times the value of the amount falsely received. In addition to being liable for damages and civil penalties, violating the False Claims Act can subject a person or entity to exclusion from participation in federal health care programs, such as Medicare and Medicaid.

Private persons are permitted to bring civil actions for violations of the False Claims Act on behalf of the United States (also known as “qui tam” actions). If the suit is successful, the private person is entitled to receive a percentage of the recovery, depending on the level of government intervention,

as well as reasonable attorneys' fees. Persons bringing these claims (also known as "relators" or "whistleblowers") are granted whistleblower protection under the law.

Program Fraud Civil Remedies Act

The Program Fraud Civil Remedies Act authorizes the Department of Health and Human Services and other Government agencies to impose civil penalties upon persons making false claims or statements. The conduct prohibited by the Act is similar to that prohibited by the Federal False Claims Act. A violation of the Program Fraud Civil Remedies Act is punishable by a \$5,000 civil penalty for each wrongfully filed claim, plus damages up to twice the amount of value received by the individual or entity that committed the fraud. The Act imposes liability on people or entities that file a claim that they know or have reason to know:

- Is false, fictitious, or fraudulent;
- Includes or is supported by any written statement that contains false, fictitious, or fraudulent information;
- Includes or is supported by a written statement that omits a material fact, which causes the statement to be false, fictitious, or fraudulent, and the person or entity submitting the statement has a duty to include the omitted fact; or
- is for payment for property or services not provided as claimed.

New York False Claims Act

The New York False Claims Act is modeled after the Federal False Claims Act and operates in a very similar manner. The grounds for liability are the same in that the prohibited conduct involves intentional or reckless falsity in obtaining payment from, or avoiding payment to the New York State government. The New York State Attorney General and local government bodies have the authority to investigate violations under the New York False Claims Act. The civil penalties for filing a false claim are between \$6,000 and \$12,000 per claim. In addition, the government (state or local) can collect damages of up to three times the amount of the value received by the individual or entity that committed the fraud.

There are also criminal penalties for intentionally making a false statement or intentionally submitting a false claim to the New York State or local government. Any person who submits false statements or deliberately conceals material information in order to receive public assistance, such as Medicaid, is guilty of a misdemeanor under the New York Social Services Law. The person may also be subject to more serious criminal penalties under the New York Penal Law depending on the severity of the fraud. Committing a fraudulent insurance act or engaging in health care fraud also may subject the person to criminal liability.

Like the Federal False Claims Act; a private person may bring a "qui tam" civil action against a person or entity on behalf of the Government. Qui tam plaintiffs are entitled to a percentage of the proceeds collected from the defendant. This percentage depends on whether or not the Attorney General or local government elects to intervene in the action. Persons bringing these claims (also known as relators or whistleblowers) are granted whistleblower protection under the law.

In addition to the New York False Claims Act, the New York Social Services Law imposes a civil penalty on a person or entity who knowingly obtains or attempts to obtain payment for items or

services furnished under any Social Services program, including Medicaid, by the, use of a false statement, deliberate concealment, or other fraudulent scheme. The law gives the New York State Department of Health the authority to impose a civil penalty of no more than \$2,000 per violation on any person who causes Medicaid payments to be made if the person knew or had reason to know that:

- The payment involved the providing or ordering of care, services, or supplies that were medically improper, unnecessary or in excess of the documented medical needs of the person to whom they were furnished;
- The care, services, or supplies were not provided as claimed;
- The person who ordered or prescribed care, services, or supplies which were medically improper, unnecessary, or in excess of the documented medical need of the person to whom they were furnished was suspended or excluded from the medical assistance program at the time the care, services, or supplies were furnished; or
- The services or supplies for which payment was received were not, in fact, provided.

Whistleblower Protections

Whistleblowing employees are protected from retaliation by their employers for reporting fraud, waste, and abuse. Both the Federal and New York False Claims Acts provide protection to private individuals who bring “qui tam” actions and who are later discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against in the terms and conditions of their employment as a result of the action. Federal law remedies include reinstatement with comparable seniority, back pay, interest on any back pay, and compensation for any special damages including litigation costs and reasonable attorneys’ fees. New York law remedies include an injunction to restrain continued discrimination, reinstatement with comparable seniority and full fringe benefits, back pay, interest on the back pay, and compensation for any special damages including litigation costs and reasonable attorneys’ fees.

ABUSE AND NEGLECT REPORTING POLICY

The Agency is committed to the safety and well-being of all its clients. Observing, screening and reporting abuse and neglect is included at orientation for all new Aides. In addition, an in-service program, "Abuse and Neglect", is presented as part of the ongoing in-service schedule.

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

Child Abuse

The physical, sexual or emotional maltreatment of a child, it may be overt or covert

Child Neglect

The failure by parents or guardians to provide for the basic needs of a child by physical or emotional deprivation that interferes with normal growth and development or that places the child in jeopardy

Elder Abuse

Non-accidental acts of physical or mental mistreatment (including that of a sexual nature) of an elderly or vulnerable adult

Elder Neglect

A pattern of conduct or inaction by a person entrusted with caring for an elderly or vulnerable adult that results in deprivation of care necessary to maintain that person's physical or mental health

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

If there is a reasonable suspicion of abuse or neglect, an incident report is completed and the situation is discussed with the Administrator. Mandated reporters, i.e., health care professionals are required to report cases of suspected child abuse or neglect by calling 1-800-635-1522 in New York State. Non-mandated reporters are to call the New York State Central Registry in Albany at 1-800-342-3720. Reporting is necessary to protect the child and obtain services for the Client(s) to assist in dealing with the actions leading to abuse or neglect. In conjunction with the physician, Adult Protective Services (APS) is contacted if there is concern for the safety and welfare of an adult client. All actions taken by the Agency's staff regarding reporting and follow-up of suspected or actual abuse and/or neglect are documented in the client record.

The Agency maintains a list of community resources as well as the telephone number for APS. The Agency is committed to the safety of:

1. All Agency personnel who come in direct contact with Clients receive a complete orientation and participate in on-going training to recognize potentially hazardous conditions related to the service they provide.

2. Initial and ongoing Client or care giver instruction on home safety management is appropriate to the provider's level of responsibility, as it relates to the client's needs.
3. Home safety management includes the following areas:
 - Basic home and bathroom safety
 - Fire response and means of emergency exit from home
 - Storage of supplies, drugs, controlled substances, solutions and sharp/needles
 - Transfers and ambulation with assistive devices
 - Use of medical equipment and electrical incidents
 - Waste disposal (double boxing, bagging and use of non-penetrable container)
4. Clients and care givers receive written instructions whenever possible.
5. Client/care giver knowledge and performance of safety procedures are evaluated and documented in an ongoing basis.
6. Agency personnel use a safety checklist to document existing or potential safety hazards.
7. All personnel are knowledgeable of the system for reporting accidents, injuries and safety hazards.
8. The staff's use of the safety management program is evaluated periodically and in-service education is based on the findings of those evaluations.

FACT-FINDING AND ISSUE RESOLUTION ("FAIR") PROGRAM

1. Overview of the FAIR Program. Community Home Care values each employee and looks forward to good relations with and among all of its employees. Occasionally, however, disagreements may arise between you and Community Home Care or between employees in a context that involves Community Home Care. We believe that the resolution of such disagreements will be best accomplished by internal dispute resolution and, where that fails, by binding arbitration that is conducted by an arbitrator. For these reasons, Inc. has adopted this Fact-finding and Issue Resolution Program (the "FAIR Program").

2. Effect of This Document. By signing this agreement, you agree that all "Claims" (as defined below in paragraph 3) between "You" and the "Agency" (as defined below in paragraph 3) shall be resolved exclusively by the internal dispute resolution procedures and the binding arbitration procedures described in this document.

The FAIR Program is an essential element of your employment and, for current employees, continued employment with the Agency. Although the FAIR Program is a binding agreement between you and the Agency, it does not create a contract of employment or otherwise affect the at-will nature of your employment. You indicate your agreement to be bound by the FAIR Program's terms and conditions by signing this document.

3. What Does The FAIR Program Cover?

A. The FAIR Program applies to any and all Claims, regardless of when those claims arose or accrued. For avoidance of doubt, the provisions of this agreement apply to claims that accrued or arose before execution of this agreement and to claims that accrued or arose after execution of this agreement. The provisions of this agreement also apply to Claims that arose after your employment with the Agency ends.

C. For purposes of the FAIR Program and this document, the "Agency" and/or "Community Home Care" means Community Health Aide Services and its parents, subsidiaries, affiliates, predecessors, and successors, as well each of their current and former owners, members, managers, shareholders, partners, directors, officers, employees, and agents.

D. "You" and "Your" refers to you and any other person who may assert your rights.

E. "Claim" includes any claim, dispute, allegation, controversy, or action between You and the Agency that in any way arises from, or relates to, your employment with the Agency or the termination of your employment with the Agency, regardless of that Claim accrued

or arose. A Claim encompasses, for example, any employment, labor, wage-and-hour, overtime, and compensation claims, including, without limitation, any Claim that may arise under the following laws:

- o Title VII of the Civil Rights Act of 1964
- o the Civil Rights Act of 1991
- o the Age Discrimination in Employment Act of 1967
- o the Americans with Disabilities Act of 1990
- o the Fair Labor Standards Act of 1938 or any state wage and hour laws, such as the New York Labor Law
- o New York Public Health Law Section 3614-c, also known as the Wage Parity Law
- o the Rehabilitation Act of 1973
- o the Older Workers Benefit Protection Act
- o the Family and Medical Leave Act of 1993
- o the Occupational Safety and Health Act of 1970
- o the Worker Adjustment and Retraining Notification Act of 1988
- o any state anti-discrimination, anti-retaliation, or whistleblower laws (including, without limitation, the New York State Human Rights Law and the New York State Whistleblower Law)
- o any other federal, state, or local statute, regulation, or common-law doctrine regarding employment, employment discrimination, harassment, terms and conditions of employment, termination of employment, compensation, breach of contract, or defamation.
- o disputes about the validity, enforceability, coverage or scope of the FAIR Program or any part thereof.

The above list is not exclusive, and is only provided to illustrate examples of Claims.

Are any Claims excluded from this FAIR Program? The term “Claim” does not include the following, which are for a court or an agency and not an arbitrator to decide:

- ☐ controversies, claims or other disputes for injunctive relief for unfair competition or unauthorized use or disclosure of confidential information or trade secrets
- ☐ claims for workers’ compensation (except that claims for interference with or retaliation for filing a workers’ compensation claim will be considered a Claim subject to arbitration under the FAIR Program)
- ☐ claims for unemployment compensation benefits
- ☐ claims for employee welfare benefits (e.g., medical, health, dental)
- ☐ claims for retirement benefits under the Employee Retirement Income Security Act (“ERISA”) (except that claims for interference with or retaliation for exercising protected rights under ERISA shall be considered Claims subject to arbitration under the FAIR Program)
- ☐ unfair labor practice charges under the National Labor Relations Act

The FAIR Program does **not** prevent You from filing a charge, testifying, assisting, or otherwise participating in any investigation or proceeding conducted by the equal employment opportunity commission, or another government agency to the extent that You have a protected right to do so. But if You take such action in relation to a claim, controversy, or other dispute that would constitute a Claim and you have not fully pursued such dispute through the FAIR Program, the Agency may request the agency in question to defer its processing or investigation of such charge until the FAIR Program has been completed. Notwithstanding Your rights under this subsection, You agree that, to the maximum extent permitted by law, You may recover monetary relief with respect to a Claim only through the FAIR Program.

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

4. Can A Claim Be Resolved in Court? No. Under the FAIR Program, You and the Agency each waive your respective rights to have a Claim decided by a court, judge, jury and, where permitted by law, an administrative agency. **Instead, You and the Agency hereby agree that the internal dispute resolution and arbitration procedures set forth below are the sole and exclusive methods for resolving any and all Claims.**

5. Submitting a Claim Under the FAIR Program? If You believe that You have a Claim against the Agency, You should first give the Agency a chance to investigate and resolve the Claim before You file a demand for arbitration (the arbitration process is explained further below). You do not need to use any specific form to submit a Claim. Simply write a letter explaining your Claim and the relief sought, and submit the Claim letter to the Human Resources Manager. **If You do not receive a response from the Agency within 30 days of the date that you submitted Your letter to Human Resources, or you disagree with the response from the Agency, and you wish to pursue the Claim further, You must submit your Claim exclusively to binding arbitration with the American Arbitration Association ("AAA") in accordance with the AAA's Employment Arbitration Rules and Mediation Procedures.**

6. How Much Time do You Have to File a Claim? An arbitration proceeding must be commenced within the time period prescribed by the statutes of limitations applicable to the Claim being asserted. For purposes of statute of limitations, an arbitration proceeding is deemed commenced when a demand for arbitration is filed with the AAA.

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

8. How Is the Arbitrator Selected? Arbitrators will be selected by the parties in accordance with the AAA's Employment Arbitration Rules and Mediation Procedures. The arbitrator must be a licensed attorney or a retired judge selected from the AAA's Employment Arbitration Rules and Mediation Procedures Employment Dispute Resolution Roster, or a similar list if such list is

unavailable. Unless the parties agree otherwise, the arbitrator must be a retired or former judge or a lawyer who has at least 5 years of experience with employment-related claims.

9. Can An Attorney Represent You? Yes. Any party may be represented by an attorney. If you need assistance finding an attorney, there may be resources available to you, such as the American Bar Association (www.americanbar.org and 800-285-2221 or 202-662-1000) or the Legal Aid Society (www.legal-aid.org or 212-577-3300 or 718-722-3100).

10. When And Where Will The Arbitration Hearing Take Place? The arbitration hearing will be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of evidence and arguments of the parties. The arbitrator will set the time, date, and place of the hearing, notice of which must be given to the parties at least 30 calendar days in advance, unless the parties agree otherwise. Any arbitration hearing will take place within Rockland County, State of New York, unless the parties agree otherwise.

11. What Rules And Law Apply To The Arbitration? Arbitration under the FAIR Program will be conducted pursuant to the AAA's Employment Arbitration Rules and Mediation Procedures, except that under no circumstances will an arbitrator have the authority to hear or decide any Claim on a class, collective, or other group or representative basis. The arbitrator must apply the substantive law, including the applicable burdens of proof and persuasion, that would be applied by a court hearing the Claim in the venue of the arbitration. The arbitrator may grant relief that could be granted by a court hearing the Claim, including an award of attorneys' fees and costs.

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

13. Who Pays For The Arbitration? The party claiming to be aggrieved is responsible for paying the applicable filing fee in effect and established by the AAA at the time the demand for arbitration is made. If You file the demand for arbitration and cannot obtain a waiver of the filing fee, You can ask the Agency to pay the filing fee. The Agency will review every such request in good faith and consider whether to cover all or part of such filing fee.

The arbitrator will charge a fee for his/her services and his/her costs. The parties will equally share the arbitrator's fees and other costs of the arbitration. However, if sharing equally in the cost of the arbitrator's fees would cause you financial hardship, You can ask the Agency to pay, in full, the arbitrator's fees and other costs. The Agency will pay all of the arbitrator's costs and fees as necessary to implement this FAIR Program.

Each party will be responsible for its own attorneys' fees and costs, but the arbitrator may award either party reasonable attorneys' fees and costs in accordance with the applicable law.

14. Are The Parties Entitled to Discovery Or Depositions? Yes. All discovery will be governed by the AAA rules.

15. Can You have Witnesses Testify At The Arbitration? Yes. At the hearing, the parties will have the right to present proof through testimony and documentary evidence, and to cross-examine witnesses who testify at the hearing. The arbitrator will require all witnesses to testify under oath. The arbitrator(s) will also have the authority to decide whether any person who is not a witness may attend the hearing.

16. The Arbitrator's Decision/Award. The Arbitrator will issue his or her award promptly after the arbitration hearing concludes or post-hearing briefs are received. The arbitrator's award will set forth the factual and legal basis for the award, including his or her legal reasoning, and contain a summary of the facts, the issues, the governing law applied, and the relief requested and awarded. It must also identify any other issues resolved and the disposition of any statutory claims. The arbitrator's award will be final and binding on the parties.

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

18. Miscellaneous Provisions Regarding the Fair Program:

- ☐ **Choice of Law.** The FAIR Program and the terms of this agreement shall be governed by the Federal Arbitration Act ("FAA"). The parties acknowledge and agree that the FAIR Program evidences a transaction involving interstate commerce.
- ☐ **Severability.** If any part or provision of the FAIR Program or this agreement is held to be invalid, illegal, or unenforceable, such holding will not affect the legality, validity, or enforceability of the remaining parts, and each provision of the FAIR Program and this agreement will be valid, legal, and enforceable to the fullest extent permitted by law. However, in the event the provision prohibiting class, collective, or representative actions is found to be unlawful or unenforceable, then the entire FAIR Program and this agreement will be considered null and void.
- ☐ **Notices.** Any notice required to be given to You will be directed to Your last known address as reflected in the records of the Agency. Any notice required to be given to the Agency will be directed to the Administrator at [INSERT ADDRESS].
- ☐ **Amendment.** The Agency reserves the right to amend or terminate the FAIR Program. Such amendments may be made by providing notice to You, electronically or in writing, of such amendment or termination.
- ☐ **Waiver.** No waiver may be granted by either party, except in writing. No waiver of any provision of the FAIR Program will constitute a waiver of any other provision of the FAIR Program (whether or not similar), nor will such waiver constitute a continuing waiver unless otherwise expressly provided in such writing.

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

Time-Off Request

Please present to the office 2 weeks prior to request

Aide's Name: _____ Coordinators Name: _____

Days off/Vacation

Dates: from _____ to _____

Partial Day []

Full Day []

Permanently off case

Today's date: _____

Last date of work: _____ (two weeks from today's date)

Reason: _____

Your Patients Name(s): _____

Your Signature: _____ Date: _____

PLEASE CONTACT YOUR COORDINATOR TO VERIFY APPROVAL



www.commhealthcare.com

ACKNOWLEDGMENT OF RECEIPT

I hereby acknowledge receiving a copy of the Agency's Handbook. I have had the opportunity to ask questions about the policies. **As a condition of my employment with the Agency, I agree to comply with all the rules and procedures of the Agency, as stated in this Handbook and any other document that may be issued to me during my employment, including the FAIR AGREEMENT.**

I understand that the Agency has the maximum discretion permitted by law to interpret, administer, add to, change, or delete provisions in this Manual and Handbook at any time.

Additionally, I acknowledge that no promise of job security has heretofore been given to me and that there are no such promises contained in the Handbook since I am employed AT WILL and may resign at any time or be fired from my job at any time, with or without notice and with or without cause.

Aide Name (PRINT)

Aide Signature

Date: _____

Orientation Verification

I, _____, have attended orientation today with Community Home Health Care. I hereby agree that as an employee with Community Home Health care, I am responsible for understanding and abiding by the policies and procedures set forth in the orientation and in the provided employee handbook.

Provided to me was the following, not limited to:

- ✓ Employee handbook released august 2018
- ✓ HIPAA regulations
- ✓ HIV Confidentiality
- ✓ Infection Control review
- ✓ Advance Directives/Living Will/DNR
- ✓ Client abuse reporting law& caring for the sensory impaired client
- ✓ Emergency/disaster preparedness
- ✓ Aide and home safety review
- ✓ General company policies, procedures and forms
- ✓ Payroll guidelines
 - Training on the use of timesheets
 - Training on the use of electronic clock in/clock out system
- ✓ Photo Waiver and Release
- ✓ Drug and alcohol policy
- ✓ Sleep & Meal period policy for employees on duty for 24 hours or more
- ✓ FMLA and PFL policy
- ✓ Fact-finding and issue resolution ("Fair") Program policy
- ✓ False claims act
- ✓ NYC Earned sick time act
- ✓ Health Insurance Information
- ✓ Wage Parity Benefits

I Agree to the above.

Employee Signature: _____ date: _____

Agency Rep Signature: _____ date: _____