



CAREGiverSM
Policy and Procedures
Handbook

"Nothing contained in or implied by this manual constitutes a contractual obligation to employees on the part of MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC. The policies, procedures and guidelines contained in this manual are subject to change at any time, do not confer any obligation on the part of MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC and do not create any right to employment on the part of MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC."

Dear CAREGiver,

We are pleased to welcome you as an employee of MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC d/b/a an independently owned and operated Home Instead® franchise, America's trusted source of companionship and home care for seniors! At Home Instead®, we are a diverse group of people with different jobs and backgrounds. Yet, we are drawn together with one common goal: to enhance the lives of seniors and their families by living "To Us, It's Personal®" every day.

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

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

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

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

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

Welcome Home®

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Introduction

PURPOSE

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

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

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

An estimated 35.6 million people live with dementia worldwide in 2010 and will increase to 65.7 million by 2030.

Purpose of Employee Handbook

This Employee Handbook contains information about the employment policies and practices of MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC. These policies reflect the Company's values, and we expect each employee to read this Employee Handbook carefully as it is a valuable reference for understanding your job and MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC.

This Employee Handbook supersedes all previously issued Employee Handbooks. Except for the policy of at-will employment, MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC reserves the right to revise, delete, and add to the provisions of this Employee Handbook. All such revisions, deletions, or additions must be in writing. No oral statements or representations can change the provisions of this Employee Handbook.

This Employee Handbook does not constitute an express or implied contract guaranteeing continued employment for any employee. No manager or supervisor has any authority to enter into a contract of employment express or implied that changes or alters the fact that employment with MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC is at-will. **Only the President/Owner of the Company or an authorized representative has the authority to enter into an employment agreement that alters the fact that employment with MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC is at-will, and any such agreement must be in writing signed by the President/Owner of the Company or an authorized representative.**

Nothing in this Handbook or in any other document or policy is intended to violate any local, state or federal law. Not all of the Company's policies and procedures are set forth in this Employee Handbook. We have summarized only some of the more important ones. If an employee has any questions or concerns about this Employee Handbook or any other policy or procedure, please ask your supervisor, your Human Resources representative, or another member of management.

EQUAL EMPLOYMENT OPPORTUNITY

The Company is an equal opportunity employer. In accordance with applicable law, we prohibit discrimination against any applicant or employee based on any legally-recognized basis, including, but not limited to: race, color, religion, sex (including pregnancy, lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, citizenship status, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status or any other status protected by federal, state or local law. Our commitment to equal opportunity employment applies to all persons involved in our operations and prohibits unlawful discrimination by any employee, including supervisors and co-workers.

Complaint Procedure

Any employee who believes that they have been harassed, discriminated against or subject to retaliation by a co-worker, supervisor, agent, vendor or client of the Company, in violation of the foregoing policies, or who is aware of such harassment, discrimination or retaliation against others, should immediately provide a written or verbal report to their supervisor, any other member of management or to the Owner to report such incidents. After a report is received, a thorough and objective investigation by management will be undertaken. The investigation will be completed, and a determination made and communicated to the employee as soon as practical. The Company expects all employees to fully cooperate with any investigation conducted by the Company into a complaint of proscribed harassment, discrimination or retaliation, or regarding the alleged violation of any other Company policies, and during the investigation, to keep matters related to the investigation confidential.

If we determine that this policy has been violated, remedial action will be taken, commensurate with the severity of the offense. Appropriate action will also be taken to deter any future harassment or discrimination prohibited by this policy. If a complaint of prohibited harassment, discrimination or retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

The Equal Employment Opportunity Commission ("EEOC") and equivalent state agencies will accept and investigate charges of unlawful discrimination or harassment at no charge to the complaining party.

Protection Against Retaliation

Retaliation is prohibited against any person by another employee or by the Company for using this complaint procedure, reporting proscribed harassment, or for filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

An employee should report any retaliation prohibited by this policy to their supervisor, any management team member or to Human Resources. Employees can contact the Owner to report such incidents. Any report of retaliatory conduct will be investigated in a thorough and objective manner. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

DISABILITY AND ACCOMMODATION

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result. Any employee who requires an accommodation in order to perform the essential functions of their job, enjoy an equal employment opportunity, and/or obtain equal job benefits should contact Human Resources to request such an accommodation. Human Resources will communicate with the employee and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation(s) may be appropriate. In some cases, this interactive process may be triggered without a request from the employee, such as when the Company receives notice from its own observation or another source that a medical impairment may be impacting the employee's ability to perform essential job functions.

Employees who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request. The Company will evaluate information obtained from the employee, and possibly the employee's health care provider or another appropriate health care provider, regarding any reported or apparent barriers or limitations, and will then work with the employee to identify possible accommodations, if any, that will help to eliminate or otherwise address the barrier(s) or limitation(s). If an identified accommodation is reasonable and will not impose an undue hardship on the Company and/or a direct threat to the health and/or safety of the individual or others. The Company will generally make the accommodation, or it may propose another reasonable accommodation which may also be effective. Employees are required to cooperate with this process by providing all necessary documentation supporting the need for accommodation and being willing to consider alternative accommodations when applicable.

The Company will also consider requests for reasonable accommodations for medical conditions related to pregnancy, childbirth and lactation were supported by medical documentation and/or as required by applicable federal, state or local law.

Employees who wish to request unpaid time away from work to accommodate a disability should speak to Human Resources.

RELIGIOUS ACCOMMODATION

The Company will provide reasonable accommodation for employees' religious beliefs, observances, and practices when a need for such accommodation is identified, and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an employee's religious beliefs, observances, or practices and the employee's job requirements, without causing undue hardship to the Company.

The Company has developed an accommodation process to assist employees, management, and Human Resources. Through this process, the Company establishes a system of open communication between employees and the Company to discuss conflicts between religion and work and to take action to provide reasonable accommodation for employees' needs. The intent of this process is to ensure a consistent approach when addressing religious accommodation requests. Any employee who perceives a conflict between job requirements and religious belief, observance, or practice should bring the conflict and request for accommodation to the attention of the Human Resources department to initiate the accommodation process. The Company requests that accommodation requests be made in writing, and in the case of schedule adjustments, as far in advance as possible.

Background Checks

The Company recognizes the importance of maintaining a safe, secure workplace with employees who are qualified, reliable, and nonviolent, and who do not present a risk of serious harm to their coworkers, our clients, or others. To promote these concerns and interests, the Company reserves the right to investigate an individual's prior employment history, personal references, and educational background, as well as other relevant information. Consistent with legal or contractual requirements, the Company also reserves the right to obtain and to review an applicant's or an employee's criminal conviction record, and related information, and to use such information when making employment decisions, but only to the extent permissible under applicable law.

All background checks will be conducted in strict conformity with the federal Fair Credit Reporting Act ("FCRA"), applicable state fair credit reporting laws, and state and federal anti-discrimination and privacy laws. The Company is an equal opportunity employer and will comply with applicable federal, state and local laws relating to the use of background checks for employment purposes.

Company History

The Home Instead® franchise system is a network of locally owned franchise businesses that provide non-medical and personal care services to seniors in their home – wherever that may be. Each CAREGiver is employed by an independently owned and operated franchise office that provides non-medical services under a federally registered service mark, Home Instead. ***MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC is the company which has a license to use the Home Instead service mark. Neither Home Instead, Inc. nor Home Instead is the employer. MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC dba Home Instead has been in operation since November 2003. For the purpose of this document the employer MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC will be referred to as “MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC “The Company”, “our” or “we”.***

Company Mission, Core Values, Core Purpose

In May 2017, using the Home Instead corporate office model, the franchise owner and administrative staff of *MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC* adopted the following as the Company’s Mission, Values and Core Purpose.

Mission: *To Change the face of aging through a commitment to quality non-medical home care by providing compassionate CAREGivers to assist, stimulate and encourage seniors to help them remain in their home.*

Core Values:

- To honor God in all we do
- To encourage growth in ourselves and others
- To treat each other with dignity and
- To build value in our service to others.

Core Purpose: To relentlessly pursue positive ways to make seniors more comfortable and secure in their homes.

Living Home Instead

The Home Instead network is built on relationships. The bond between our corporate office, franchise owners, office staff, CAREGivers and clients is what makes the Home Instead network different. Relationships are the key.

The Home Instead network strives to be an employer of choice in our community and across the globe. Building a relationship with the CAREGiver and maintaining a great culture in our office is how we reflect who we are. The CAREGiver will find that Home Instead franchise offices are different from other employers, so we created a way to put our culture into words and concepts that we call "Living Home Instead."

Living Home Instead is built on three guiding principles:

- **Build trust**
- **Take the lead**
- **Share your heart**

While the CAREGiver is "Living Home Instead" with the clients, the office staff will do the same with the CAREGiver.

*We will **Build Trust** with the CAREGiver by:*

- Providing an environment where CAREGivers feel safe to share their questions and concerns
 - Returning phone calls and emails promptly
 - Offering ongoing training to help the CAREGiver be successful
-

*We will **Take the Lead** by:*

- Inviting CAREGivers to meetings where they can meet other CAREGivers, learn from each other and hear about what's happening in the office
 - Checking in with CAREGivers on regular basis
 - Introducing CAREGivers to their new clients to get the relationship started off on the right foot and help the CAREGiver feel prepared.
-

*We will **Share our Heart** by:*

- Listening to CAREGiver concerns about clients
 - Supporting CAREGivers emotionally through the loss of a client
-

Client Services

The Company has three types of services: Companionship/Home Helper, Personal Care, and Specialized Services:

- **Companionship services** are designed to stimulate, encourage and assist an individual. Examples include engaging a client in conversation; sorting mail; providing respite care; monitoring diet and eating; setting appointments and offering reminders; medication reminders; and participating in crafts, games and other activities.
- **Home Helper services** are more physically demanding. Examples include meal planning and preparation; light housekeeping; laundry; ironing; shopping and errands; escorting to appointments; and incidental transportation.
- **Personal Care services** involve direct physical contact with a client. This care involves assistance with Activities of Daily Living (ADLs) such as bathing, dressing, grooming, eating, toileting and ambulation assistance.

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

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

Because schedules are made based on clients' needs, a particular number of hours or a specific schedule cannot be guaranteed to any CAREGiver. However, CAREGivers will be provided suitable work as it is available. Suitable work is defined as an assignment (or assignments) that meet the CAREGivers most recent availability and client preferences. CAREGivers are expected to be available on the dates and times identified by the CAREGiver upon hire. Any changes to availability, dates, time preferred, duties, and/or contact information must be reported to appropriate personnel by the CAREGiver.

Reliability: Attendance and Punctuality

Many clients have mental or emotional needs which require consistency in caregivers. Clients prefer regular schedules with the same CAREGivers from week to week. CAREGivers must be available on the same days and same times from week to week to meet the requested staffing needs of the client (excluding occasional personal or vacation time) and understand the need to be in attendance for every scheduled shift.

All assignments/schedules are made through the office without exception. Clients and CAREGivers may not make schedule changes on their own. Some client's service hours are determined by a guardian, a government agency or a family member.

CAREGivers are never to leave a shift with a client without notifying the office first. Leaving during a shift will be grounds for termination.

A CAREGiver cannot leave a 24/7 client unattended. You will have to stay with the client until someone can come relieve you from your shift.

Service Limitations

MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC CAREGivers provide non-medical services which include companionship, medication reminders, light housekeeping, meal preparation, laundry, running errands, assistance with transferring, bathing, grooming, toileting, and more.

Services that CAREGivers are not able to provide include 'medical' type services as outlined in the Scope of Services (see **Appendix B**). In addition, CAREGivers are not permitted to provide lifting of greater than 25 pounds – including wheelchairs and clients.

Because ***MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC*** is a non-medical company, it is vitally important that CAREGivers perform only the services allowed and agreed to by the client. If a CAREGiver is unable to perform job duties while staying within the guidelines, or if a CAREGiver has doubts about anything the client is requesting, he/she should call the office for advice.

Client Activity Documentation

CAREGivers are required to completely and accurately document all activity for all shifts worked. Often family members, doctors, as well as the office staff will review a client's activity for various reasons, including health concerns, emotional stability, and to ensure that we are meeting the needs of the client. All documentation should be factual and be done objectively without personal opinion. All time spent on client activity documentation must be accurately reported to the Company as hours of work. Failure to do so may result in disciplinary action including but not limited to discharge

Client Confidentiality

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

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

- Photographic images

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

- During your shift with a client, protect the client's information in the Client Journal. The Client Journal should be safely stored and secured before leaving the client's residence.
- Protect and safeguard at all times any and all client information that you include in your time journal or in other formats that you maintain in connection with providing care to the clients you serve, including your phone, laptop, tablet or other mobile devices. This information should be safeguarded from the public and family members. Please immediately destroy any client information that becomes unnecessary for providing service to the client.
- Do not discuss a client's private information, including health information, with staff during doctor's office visits and hospital visits, or with staff in a retirement community, assisted living facility, or nursing home.
- All communication regarding appointments, office visits, or general health of the client should be addressed to the client, the client's family, power of attorney, or such other legally designated agent, so long as the client has given his/her approval to share such confidential information with such third party.
- Do not discuss the client or the client's personal health information in public or with family members. This includes sharing with anyone outside of Company the client's name, address, phone number, or any other confidential information.
- Do not share confidential client and/or Company information through electronic communications, including through emails, text messages or instant messaging. Do not share confidential client and/or Company information through social media, including Facebook postings, Twitter, personal blogs, etc.
- Do not make a referral or coordinate any other in-home services on the client's behalf. These may include a consultation with doctors, nurses, health care personnel, facilities and providers who specialize in health-related products. If a client requests such services or appears to need such services, please contact Company Owner and/or General Manager to discuss the situation and to determine next steps.
- If you accidentally disclose confidential information to an outside third-party, please notify the Company Owner and/or General Manager immediately. We will work with you to address the potential data breach and to notify the client as necessary.

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

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

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

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

The office staff will provide health information to CAREGivers to ensure that the highest quality of service is provided to our clients. In ALL instances, CAREGivers must advise the office staff of condition changes, new conditions, quality assurance concerns, client authorization to disclose information to others, and medical emergencies. CAREGivers may use or disclose information regarding the client in the following instances:

- **Condition Changes.** When a client's condition worsens or a new condition is discovered. Report to office staff.
- **Quality Assurance.** To improve and/or maintain the quality of care for the client. Report to office staff.
- **Authorization by Client.** With the client's consent, information may be released to a designated agent or social worker, power of attorney (POA), conservator, guardian, immediate family members, relatives, and/or friends who have an interest in the client's well-being and who also have a relevant need for the service information.
- **Medical emergencies.** CAREGivers may release information to professionals (i.e. EMT, Paramedic, Home Health Nurse, etc.) that will enable them to provide service or care to the client. Report medical emergencies to office staff.
- **Abuse/Neglect/Violence.** When situations of abuse, neglect, and domestic violence are identified or required by law. Report to Office Staff.

CAREGivers are not to provide personal information -- phone number, home or email address -- to a client or a client's family members. CAREGivers should direct the client to contact the office for anything that needs to be communicated to CAREGivers. If a client or client's family member needs to contact a CAREGiver directly, the office will arrange a telephone call or person-to-person meeting.

Client Concerns

Client concerns will be handled in a fair and equitable manner. If a client expresses concern to a CAREGiver about another CAREGiver, the CAREGiver should:

- Request that the client direct his/her concerns to office staff; and
- Call the office, after the CAREGiver's shift, to communicate the client's concern.

Sometimes initial matches are not the best for one or both parties. The Company reserves the right to make changes in a CAREGiver's schedule that is in the best interest of the CAREGiver or the client and their family.

If the client expresses a desire for a different CAREGiver, the office should be notified immediately.

These client requests or concerns are not to be logged in the Client Log; neither is the CAREGiver to make any promises regarding the situation.

If a client requests a different CAREGiver or the CAREGiver requests to be withdrawn from an assignment, an attempt will be made to develop a solution that is acceptable to all parties. If a solution is not satisfactory to both parties, the Company will work diligently to make a change; however, it is necessary that the CAREGiver continues with the assignment until a replacement is found. Failure to help make a smooth transfer could result in loss of work for another CAREGiver, a loss of service for the client, and loss of income for the business, which negatively impacts all parties involved.

Notice of in-home surveillance

Employees should be aware that it is becoming more common for clients and family members to install in-home electronic surveillance equipment. As a result, employees should be aware that audio or video equipment may be recording any care or services provided in a client's home. This trend highlights the need to adhere to the highest standards of conduct in the workplace and to act in accordance with the provisions of this Handbook. The Company in no way condones any illegal surveillance activity in a client's home. Please contact the Company immediately if you believe that a client or family member is illegally capturing audio or video of you while in a client's home.

Client Emergencies

In the event of an emergency or natural disaster, the safety needs of the caregiver and those of the client are top priority. The CAREGiver is responsible for the client, and must always remain with him/her, including during an evacuation, until another responsible party arrives.

CAREGivers must maintain contact with the Home Instead franchise office using any means possible during an emergency. If a CAREGiver is in an unsafe situation or the CAREGiver or client is injured, the CAREGiver should immediately call "911" and then call the office.

If the CAREGiver arrives to the client's home and finds her unresponsive or if the client becomes ill, the caregiver should call 911 and then call the office. The caregiver should keep the client calm, and if the client is taken to the hospital, the CAREGiver should follow the ambulance to the hospital and stay until family members arrive.

If the client is a Hospice patient, please call Hospice.

Medication Handling

CAREGivers must follow guidelines outlined in the Scope of Services (please refer to Appendix B) when handling any medication.

ALL controlled substances for a 24/7 client **MUST** be accounted for. In addition, these medications **MUST** be counted and documented at the **beginning** and **end** of EACH shift. This is critical due to laws governing controlled substances. Failure to do so may result in criminal penalties under the law.

Motor Vehicle Safety Policy

To ensure the safe operation of personally owned vehicles used for Company business, including driving or running errands for a client, employees are to adhere to the following policy. Failure to do so may result in immediate termination or suspension of shifts.

You are to have a current, valid driver's license in the state in which you reside. You are also to obtain insurance to cover the operation of your private vehicle. The policy must meet the minimum automobile liability and medical coverage as required by state law. **In the event you are in an accident while providing transportation or running errands for a client, your own personal auto coverage will be primary. When that limit is exhausted, the Company's Non-Owned Policy will be secondary. We encourage you to contact your insurance agent to inquire about adequate liability protection and physical damage protection for your vehicle, including the Business Use exclusion.**

All employees operating a motor vehicle while on Company business are expected to comply with all traffic laws. You must report any traffic violations and offenses within twenty-four (24) hours to your immediate supervisor throughout the duration of your employment.

Any employee involved in an accident while operating a vehicle used on Company business, while on or off duty, must submit an accurate, written report within twenty-four (24) hours of the accident or at the beginning of the employee's next scheduled shift.

All vehicles used for Company business will be equipped with a shoulder and seatbelt combination. The seatbelt/shoulder harness shall be always worn by all occupants of the vehicles. All occupants in the vehicle must be asked to wear the seatbelt/shoulder harness.

When transporting clients, you must be the driver of the vehicle and you may not provide transportation for anyone other than the client, including spouses,¹ children, grandchildren, siblings, friends, etc.

Driver Status Policy

Driving clients is an important responsibility. For an employee (CAREGivers or Office Staff) to provide transportation or drive for business purposes, Home Instead must ensure the safety of the client and our employees. Below are the eligibility and safety requirements for employees that drive. Please review these requirements and check the box that would apply to your eligibility for driving clients or for business purposes.

A Home Instead driver must have and maintain the following:

1. a satisfactory Motor Vehicle Record (office will verify eligibility of driving record)
2. a current driver's license*
3. car insurance for you and your vehicle used for transporting clients* • vehicle used for transporting clients is in good working order: ☐ free from any hazards; ☐ free from cracks in the windshields; and ☐ working driver and passenger seat belts.

*If for any reason my driver's license or car insurance is terminated, suspended, or expires I will notify the HI office immediately. The employee will sign a non-driver status form stating they will not drive clients until documentation is provided.

Tips, Gifts, Home Access, and Borrowing from Clients

From time to time, clients want to express appreciation by giving CAREGivers tips, gifts, and home access. In NO instance is a CAREGiver to accept tips or borrow money from clients. If offered a tip, CAREGivers should explain to the client that compensation will be received for services rendered and politely refuse.

Should a client insist that a CAREGiver have personal item(s) of the clients, prior to acceptance, the CAREGiver must (a) call the office for approval; and (b) complete a Gift Form. (See Appendix C.)

Should a client require (for the client's convenience) that a CAREGiver have access (i.e. key, garage door opener, etc.) to the client's home, the CAREGiver must, prior to accepting access, (a) call the office for approval; and (b) complete a Residential Access Form. (See Appendix D.)

Client Expenses

Miscellaneous expenses incurred by the CAREGiver during the course of a shift must be approved by the client in advance and must be reported to the office immediately (i.e. parking ramp costs for clients living downtown). If the client does not reimburse the CAREGiver, the CAREGiver must document the activity resulting in the expense and the amount of expense in the client's daily log and mail the receipt to the office. Upon receipt, the Company will reimburse the CAREGiver for the expense and bill the client accordingly. If a client has a vehicle available and the CAREGiver chooses not to drive the client's vehicle, no mileage reimbursement will be provided for use of the CAREGiver's personal vehicle. If the CAREGiver deems the client's car unsafe for travel, the office should be notified.

YOUR CAREER AT HOME INSTEAD

Open Door Program

The franchise owners and office staff appreciate our caregivers' hard work and dedication to our clients. We are interested in how our caregivers feel about their job as a caregiver. If any problems come up on the job and if a caregiver has ideas about how we can improve the caregiving experience we encourage caregivers to bring that information to the office. Home Instead has an open-door policy, so do not hesitate to contact our office staff. We want to work with our caregivers to become an employer of choice and will do all we can to foster a long and healthy relationship with our caregivers. Please let us know if the CAREGiver has any concerns as soon as possible so we can address them.

Office Hours

Office hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday. The office staff strives to answer every phone call "live" that comes into the office; however, if all lines are busy, the voicemail system will be activated.

Office phone numbers are as follows:

- Little Rock: 501-758-7340
- Searcy: 501-305-4472
- Fayetteville: 479-380-1881
- Benton: 501-778-3093
- Hot Springs: 501-625-3133

After regular office hours, a staff member carries a cell phone at all times for emergencies and schedule changes. **Only the main office number is forwarded to the on-call phone. Please call during regular business hours of 8:00am to 5:00 pm Monday through Friday for all non-urgent questions or concerns.**

Some urgent type scenarios for which CAREGivers should contact the 'on-call' staff include, but are not limited to:

- They are unable to arrive to their client's home as scheduled.
- They arrive at the client's home, and no one answers the door (do not go home).
- There is a "911" emergency--Call 911 first, and then contact the 'on-call' staff.

CAREGiver Probationary Period

The first **90 days** of any CAREGiver employment is considered a probationary period. During this time, CAREGivers are required to **work a minimum of 3 shifts per month**. Time off requests will not be honored until the probationary period is over. If you previously requested time off in the hiring process, those days will still be granted. This availability will need to stay the same with what is on the application during this time. We hire based on your availability.

Training Reimbursement Agreement

All NEW CAREGIVERS will be required to sign our Training Reimbursement Agreement which states that if you do not work 200 hours within 100 days of employment including termination or resignation during this time period your last paycheck will be deducted the amount of \$300.00 for the training you have received. Attached you will find a copy of the Training Reimbursement Agreement Form that you completed upon hire.

Failure to complete the training in accordance with the guidelines may adversely affect wage increases and bonuses and may also result in corrective action up to and including suspension and/or termination. (See Appendix F)

CAREGiver (Personnel) Confidentiality

MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC will maintain confidentiality and protection of personal and medical information of our CAREGivers by adhering to the following guidelines.

Our Privacy Commitment to Our CAREGivers

- We are committed to protecting client and employee information.
- We do not sell client and employee information.
- We do not allow those who are doing business on our behalf to use our client and employee information for their own marketing purposes.
- We safeguard client and employee information carefully.
- We share client and employee information with certain third parties for the limited purposes of improving our business and providing the CAREGiver with a better Home Instead experience, as explained below.
- We ensure that third parties with access to client and employee information have safeguards in place to protect that information.

How We Protect a CAREGiver's Information

- We maintain physical, electronic and procedural safeguards, such as locking doors, securing files, password protection, encryption and securing areas in buildings.
- Access to client and employee information is restricted to our authorized employees who access this information for business purposes only.
- We carefully select third parties to perform services for us to ensure that they have procedures in place to keep client and employee information secure.

Why We May Share Information

We may share client and employee information with select third parties for the following limited purposes:

- To improve and enhance our services to our clients;
- To improve and enhance the employment experience for our employees;
- To measure and understand the CAREGivers' experience with Home Instead through satisfaction surveys;
- For quality assurance purposes;
- To ensure that Home Instead brand standards are being achieved;
- For technical support, and data back-up and storage;
- Certain marketing research and activities; and
- For business continuity and recordkeeping.

How We Share Information

- Client and employee information is shared with third parties for limited purposes only.
- Third parties with access to information use appropriate safeguards to prevent unauthorized use and disclosure of client and employee information.
- Third parties with access to client and employee information for the limited purposes described above may include members of the Home Instead network of companies including Home Instead, Inc., global survey partners, technology companies that provide technology support to our business, payroll companies, business consultants, and marketing and research firms that assist our business with our marketing initiatives.

If a CAREGiver requests a review of any document in the personnel file, access to the documents will be provided within a reasonable period after the request is made. A ***MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC*** representative shall be present when the CAREGiver reviews information in the file. The CAREGiver can make written notes about the file's contents. CAREGivers shall not be provided copies of documents in the personnel file unless State or Federal laws require otherwise.

It is important to each employee that personnel records are current and accurate. Therefore, employees are required to notify ***MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC*** in any of the following cases:

- Client's name

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

Conflict Resolution

To encourage a working climate of friendliness and cooperation, CAREGiver ideas on how to improve our operations are welcome. We also believe that any employee who has a problem should have the opportunity to talk things over before the problem grows larger. The Company has an open-door policy that provides the opportunity for conflict resolution. If a CAREGiver has a suggestion or an employment conflict of any kind, those ideas or concerns should be presented to the Recruitment/Engagement Coordinator or the Franchise Owner. The Company guarantees that no one will be retaliated against for bringing any problem to their attention.

Infection Control

Infection control is very important in providing a safe environment for clients, CAREGivers, and anyone else who comes in contact with a person with an infection. The purpose of infection control is to reduce the occurrence of infectious diseases. Infections are caused by pathogens—any organism that can cause illness or disease. Three of the most common pathogens are bacteria, fungi and viruses.

Bacteria

A bacterial infection is any type of infection caused by bacteria. Bacteria are very common in our bodies, and many of them are helpful. In fact, it is estimated that less than one percent of bacteria will actually make us sick. Some common bacterial infections include strep throat, salmonella and E. coli. Bacterial infections are usually treated with antibiotics. Source: <http://coldflu.about.com/od/glossary/g/bacterialinf.html> (Accessed 5/12/14)

Fungi

Fungal infections are infections caused by a type of microorganism called a fungus. Fungal infections can be more difficult to treat in people with weakened immune systems. Fungal infections include thrush and athlete's foot and are typically treated with antifungal medications. Source: <http://www.localhealth.com/article/fungal-infections> (Accessed 5/12/14)

Viruses

Viruses need to be inside a living cell (a host) to live and grow. Viruses often cause infections, such as the common cold, influenza (flu) and chickenpox. Some viruses are potentially life threatening, such as the human immunodeficiency virus (HIV) and hepatitis viruses. Viruses are passed from person to person by sneezing, coughing, or touching surfaces or bodily fluids contaminated with the virus. Viral infections are not treatable with antibiotics. The most common viral infections typically cause illness for a period of time, then they resolve, and symptoms disappear as the immune system attacks the virus and the body recovers. Source: <http://www.healthgrades.com/procedures/viral-diseases> (Accessed 5/12/14)

Modes of Transmission

Direct Transmission

Direct contact occurs through skin-to-skin contact, kissing and sexual intercourse.

Droplet spread refers to spray with relatively large, short-range aerosols produced by sneezing, coughing or talking. Droplet spread is classified as direct because transmission is by direct spray over a few feet before the droplets fall to the ground.

Indirect Transmission

Airborne transmission occurs when pathogens are carried by dust or tiny droplet suspended in the air. Airborne dust includes material that has settled on surfaces and become re-suspended by air currents, as well as infectious particles blown from the soil by the wind. These droplets may remain suspended in the air for long periods of time. A common example of a disease spread by airborne transmission is tuberculosis.

Vehicles that may indirectly transmit an infectious agent include food, water, biologic products (blood) and fomites
Source: http://www.cdc.gov/osels/scientific_edu/SS1978/Lesson1/Section10.html (Accessed 5/12/14)

Standard Precautions

“Standard precautions” is a name given to a set of guidelines recommended by the Centers for Disease Control and Prevention in an effort to help reduce the risk of spreading infections in hospitals. The main principle of standard precautions is that all body fluids from all people may contain pathogens. To that end, it is very important to protect yourself and your client from contact with all body fluids from all people. Some of the commonly recommended precautions to avoid and control the spread of infections include:

- Washing your hands often
- Being cautious around wild or unfamiliar animals
- Cooking food thoroughly
- Using antibiotics only as directed
- Refraining from unprotected sex and intravenous drug use
- Seeing a doctor for infections that do not heal
- Using gloves, masks and protective clothing when exposure is possible
- Avoiding areas with many insects

CAREGiver Learning and Development

Home Instead employees will complete two days of in-person virtual training. During the first day employees will attend CARE Training. This training focuses on the following three topics:

- 1) The Aging Process**
- 2) Safe Client, Safe CAREGiver**
- 3) Building Relationships**

All new CAREGivers must be trained in compliance with the Arkansas Act 1410, *Training Requirement for Compensated In-Home Caregivers*. CAREGivers who have certification as a PCA, CNA, LPN, RN, or social worker or have had at least one year's experience in a long-term care facility will be exempt from training.

Tests for these courses will be taken via Empower. (See appendix G)

Day two focuses on Personal Care tasks. During this training, the employees will learn how to perform personal care task safely and efficiently. A licensed nurse will supervise and complete a checklist on each employee performing these tasks during the afternoon portion.

Alzheimer's and other Dementias Training

After completing initial training classes, CAREGivers will also receive ongoing training in a variety of formats. They will have an opportunity to participate in an interactive award-winning Alzheimer's Disease and Other Dementia CARE: CARE: Changing Aging Through Research and Education® Training Program. This training includes the following classes:

1. Class 1-Basics of Alzheimer's Disease and Dementia
2. Class 2 -Fundamentals of Person-Centered Care
3. Class 3 -Dementia-Related Behaviors

The tests for these classes will be completed via Empower training. (See appendix G)

Inservice training

CAREGivers shall receive a minimum of 12 hours of Inservice training per 12 months. This training will be achieved by completed monthly courses via Empower and will be assigned by the supervisor.

Compensation and Payroll

During the regular workday, CAREGivers are paid an hourly rate based on each quarter (¼) hour worked. Some services are paid at flat rates and include the following: Pop-Ins, Holidays, and CAREGiver Introduction. Each service is described below:

Companionship, Home Helper, Personal Care and Specialized Services. These shifts are paid at an hourly rate.

Holiday Rates. Caregivers who work holiday shifts will be paid at time and one-half (1½) the regular hourly rate of pay. Holidays include New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas.

Introduction Pay: In those instances where a new CAREGiver is scheduled with a client, a current CAREGiver may be asked to meet the new CAREGiver and make an introduction to the client and provide the new CAREGiver with pertinent information about the client, location of client journal, phone for calling in, etc.

Payday

Payday is semi-monthly with employees being paid on the 8th and 23rd of each month. Wages are always paid in arrears. Pay periods are from the 1st through the 15th of each month and the 16th and last day of the month. Thus, if you receive a check on the 8th will be for hours worked the 1st through the last 15th of the month. The check you receive on the 23rd will be for hours worked the 16th through the end of the month. If a pay day falls on a Saturday, you will be paid on Friday. If a pay day falls on a Sunday, you will be paid on Monday. If the pay day falls on a holiday you will be paid on the next business day.

Paychecks will be direct deposited to the CAREGiver's bank account if you have provided all the necessary items for direct deposit. All caregivers and office staff will receive an email from Pay Plus when your paystub is available in the portal. This email will come from DO_NOT_REPLY@payplusllc.com. You will need to enter the last 4 digits of your Social Security Number to access the site.

Timekeeping/Reporting

CAREGivers must call in at the beginning and end of each shift. The primary method for clocking in and will be the Clear Care Go app. If you are unable to use the app you may use the Telephony System. Calls to the Telephony System are to be made from **the client's home phone**, near your cell phone. If one does not work, you must use the other. If you are unable to get the Clear Care, Go app to work, please call the office and explain the issue you are having with it. The process for clocking in and out is delineated in Appendix F.

CAREGivers must maintain a record of expenses and reimbursements such as parking fee reimbursements, etc. To be reimbursed for expenses, a receipt identifying the purchase must be provided to ***MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC*** For more information on expense reimbursement, please contact the Recruitment and Engagement Coordinator.

Scheduling and Availability

You are required to update the Company when your availability changes with a minimum of 2-week notice. We will contact you regarding clients based on the most current information we have on file for you. Any changes to your available days, times, and preferred duties, should be called in to the office prior to when the change needs to occur. If your availability changes without notice, you may be subject to disciplinary action.

We understand that you may not be able to work each shift we contact you about. ***However, if during any 30-day period, you refuse suitable work three or more times, the Company will consider you to have voluntarily resigned your position.*** Suitable work is defined as an assignment that meets your most recent availability and client preferences.

Each CAREGiver is required to maintain contact with the office monthly. Because of the nature of our business, the Company cannot guarantee you any number of hours. There may be times when no work is available. During those times, you are required to contact the office every 30 days following the date of your last assignment. ***If you fail to maintain contact within 30 days following your last assignment, the Company will assume you have voluntarily resigned your position.***

Advanced Scheduling Procedures

You can view your schedule via the **CAREGiver Portal or ClearCare Go app** using your email address on file. (See Appendix H)

ASSIGNING SHIFTS:

Shifts will be assigned to you based on your availability that you provided to your local office, client and caregiver preferences and reasonable driving distances.

CHECKING YOUR SCHEDULE:

Check your CAREGiver Portal or ClearCare Go app every Monday and Friday for your schedule. We will not change your schedule during the current work week without notifying you first. If there are any issues with your schedule, you must call the office immediately, during REGULAR business hours to resolve the issue. Continue to pay attention to your daily shift alert as holidays and overage on a client's hours could affect your schedule.

TIME OFF REQUESTS:

Requests for Time Off are now required in writing and in the office at least TWO Weeks **PRIOR** to the requested time off. It is extremely important that we have the approved documentation in your file, as you could be scheduled to work based on your availability and considered a “no show” for your shifts. All “no shows” are grounds for immediate termination and not tolerated. **Short Notice** time off requests cannot be guaranteed, and, in some cases, you will still be required to work your scheduled shift if a suitable replacement cannot be found.

CALL OUT ON SHIFTS:

Documentation for last-minute call outs will be required to consider the day off as **excused** or it will be considered **unexcused** and could result in a write up. This procedure is for everyone regardless of tenure with Home Instead.

Jury Duty

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

Professional Responsibilities

Code of Ethics

MJ Eldercare of Arkansas, LLC dba Home Instead agrees to follow and/or enforce for each employee providing services to an ARChoices Waiver beneficiary, a written code of ethics that shall include, but not be limited to, the following:

1. No consumption of the beneficiary's food or drink;
2. No use of the beneficiary's telephone for personal calls;

3. No discussion of one's personal problems, religious or political beliefs with the beneficiary;
4. No acceptance of gifts or tips from the beneficiary or their caregiver;
5. No friends or relatives of the employee or unauthorized beneficiaries are to accompany the employee to beneficiary's residence;
6. No consumption of alcoholic beverages or use of non-prescribed drugs prior to or during service delivery;
7. No smoking in the beneficiary's residence;
8. No solicitation of money or goods from the beneficiary;
9. No breach of the beneficiary's privacy or confidentiality of records.

Professionalism

Home Instead believes that professionalism is not a matter of degree or credentials, but a matter of behavior. CAREGivers will interact with all types of 'customers' while working for ***MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC*** including clients, client families, referral providers, health care providers, other agencies, other CAREGivers and office staff. CAREGivers are expected to effectively communicate with all 'customers' in a professional and respectful manner upholding the values and principles of Home Instead. CAREGivers must not share personal information or personal opinions about their employment.

Insubordination, abusive and/or disrespectful language or behavior will not be tolerated and will result in corrective action up to and including termination.

Communication

All CAREGivers must have a working telephone to ensure good communication with the office staff regarding scheduling and client concerns. Good communication includes promptly returning phone calls to the office staff.

Prior to serving a new client, CAREGivers will be briefed on the services the client needs. Anytime a CAREGiver has doubts about anything the client is requesting the CAREGiver should call the office. CAREGivers are expected to maintain an attitude of caring, consideration and personal interest in each client they serve. Any significant physical, mental and/or emotional changes that occur in the client must

be reported to the office. Client problems of any nature must be reported to the Company immediately for review and counseling.

Blogging and Social Media

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

Guidelines

The same principles and guidelines found in the Company's policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the

performance of fellow employees or otherwise adversely affects clients, suppliers, people who work on behalf of the Company or the Company's legitimate business interests may result in disciplinary action up to and including termination.

Know and follow the rules

Carefully read these guidelines, the Statement of Equal Opportunity Employment, and the Policy against Workplace Harassment, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be respectful

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

Be honest and accurate

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

Post only appropriate and respectful content

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

Do not create a link from your blog, website or other social networking site to our website without identifying yourself as a MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC dba Home Instead employee.

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

Using social media at work

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

Retaliation is prohibited

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

Media contacts

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

Personal Appearance & Appropriate Dress

A neat, clean professional appearance is always required. Regarding dress, CAREGivers are expected to always use discretion, dressing conservatively (not revealing), and wearing the Home Instead name badge. Slacks and shirts are preferred over jeans and t-shirts. The following guidelines are intended to describe some types of appropriate/inappropriate apparel and are not meant to be an exhaustive list of professional dress.

- a. Slacks (such as khakis) are acceptable as long as they are clean and not torn.
- b. Capri pants are acceptable for summer wear.
- c. T-Shirts must be in good taste and in good condition
- d. Shorts are never an acceptable form of apparel.
- e. Flip-flops/Slides are not an acceptable form of footwear.
- f. Employer permits employees to wear body jewelry or to display tattoos at the workplace within the following guidelines. Factors that management will consider to determine whether jewelry or tattoos may pose a conflict with the employee's job or work environment include:

1. Personal safety of self or others, or damage to company property.
2. Productivity or performance expectations.
3. Offensiveness to co-workers, customers, vendors or others in the workplace based on racial, sexual, religious, ethnic, or other characteristics or attributes of a sensitive or legally protected nature.
4. Corporate or societal norms.
5. Customer complaints

If management determines an employee's jewelry or tattoos may present such a conflict, the employee will be encouraged to identify appropriate options, such as removal of excess or offensive jewelry, covering of tattoos, transfer to an alternative position, or other reasonable means to resolve the conflict.

An environment of mutual cooperation, respect, and fair and consistent treatment for all employees is the company's goal. Nonetheless, the company is legally responsible for ensuring that no employees are subject to harassment or a hostile work environment. As an initial step toward resolution of any complaint or offense under this policy, supervisors and managers will be responsible for explaining the policy and answering employee questions. If an agreeable solution cannot be reached at that stage, the human resource manager will follow company procedures to resolve the issue.

Personal Hygiene

Because of the close work performed with and for clients, it is extremely important to practice positive personal hygiene habits. Please use deodorant. Some clients are sensitive to cologne and perfume. In some instances, these items are not to be used at all. In all instances these items, if used, must be used sparingly.

Smoking

While we prefer that CAREGivers not smoke at all during work hours, it is imperative that they understand that smoking is never permitted inside a client's home, even if the client smokes. If a CAREGiver chooses to smoke, the CAREGiver must obtain permission from the client to step outside of the home or facility to smoke.

In those situations where the client cannot be left alone or the client is not able to understand the request, CAREGivers are not to leave the client to smoke.

Smokers are encouraged to wash their hands regularly, use breath mints regularly, and clothing should be well-aired and free of smoke odor.

WORKPLACE ACCIDENT POLICY

Should an accident occur while you are on the job, our primary concern, at any hour, is for your well-being and safety and the well-being of our client. If you are hurt badly enough to require any medical treatment, this is the exact process you are to follow:

- Call the office immediately. Even if it is after hours the on-call person must be notified immediately.
- A replacement will be sent to the job site immediately. You must be seen immediately by a physician. You should go to your current physician, an urgent care facility, or the Emergency Room at the nearest hospital.
- A Home Instead Incident Report must be completed.
- The Company will do whatever we can to help you recover quickly, completely and have you return to work as soon as possible at 100 percent. You are our primary concern.

Please note to be eligible to be covered by our Workers' Compensation Policy, you must have a signed Company Incident Report completed at the time of injury on file. This report is the only avenue to coverage under our current Workers' Compensation Policy. If you are hurt on an assignment and wish to be covered, you must call the office immediately and report it. Failure to do so will willingly forfeit your coverage under this policy.

Drug and Alcohol Policy

POLICY: Drug and alcohol abuse adversely affects the health and safety of employees and compromises their ability to provide services to our clients. Therefore, MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC d.b.a. an independently owned and operated Home Instead franchise ("the Company") is committed to maintaining a work environment free from the adverse impact of employee alcohol and drug abuse.

The purpose of this policy is: (1) To establish and maintain a safe, healthy working environment for all employees; (2) To ensure the reputation of the Company and its employees within the community and the industry; and (3) To reduce accidental injuries, absenteeism, tardiness and other work-related problems.

Definitions:

Many of the following defined terms are used throughout this policy and many other terms may be helpful in better understanding the substance abuse process and testing procedures.

Employee: A person hired to perform work or services.

Job Applicant: A person who applies to become an employee.

Under the Influence: Means after the ingestion of alcohol or a drug in an amount above the stated cutoff levels and/or sufficient to impair to any appreciable degree the ability to perform the functions of the position in a prudent and cautious manner.

Alcohol: intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol, including methyl and isopropyl alcohol.

Alcohol use: Consumption of any beverage, mixture or preparation including medications, containing alcohol.

Company Property: The term “Company Property” or premises includes work sites, job sites, resident homes, parking lots, vehicles on the property of the Company, operating a vehicle leased or owned by the Company, and locations where the employees represent the Company in any capacity.

Controlled substances: For purposes of this policy, the terms “drugs” and “controlled substances” are interchangeable and have the same meaning unless otherwise specified, these terms generally refer to: cocaine, opiates, phencyclidine (PCP), and amphetamines, including methamphetamine.

Illegal drugs: “Illegal drugs” are drugs or controlled substances which are (1) not legally obtainable under federal or state law; or (2) legally obtainable but not obtained or used in a lawful manner. Examples include but are not limited to cocaine, as well as prescription drugs that are not lawfully obtained or properly utilized.

On Duty: The term “on duty” includes all working time, as well as meal periods and break periods, regardless of whether on premises, and all hours when an employee represents the Company in any capacity.

Therapeutic Drugs: Therapeutic drugs include legally obtained prescription drugs, controlled substances and over-the-counter drugs used in accordance with the related prescription and/or directions.

Prohibitions:

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

Prescribed and Over-the-Counter Drugs:

This policy does not prohibit off-the-job use of a therapeutic drug unless such therapeutic drug affects the employee’s capacity to properly perform job duties or creates a danger to him/her or to others in the workplace.

“Therapeutic Drugs” include legally obtained prescription drugs, controlled substances and over-the-counter drugs used in accordance with the related prescription and/or directions.

Any employee whose use of any therapeutic drug(s) may affect his/her capacity to properly perform job duties or may create a danger to himself/herself or to others in the workplace is required to report the therapeutic drug use to the human resources manager. An employee may be allowed to continue to work, even though under the influence of a therapeutic drug, if the Company has determined, after consultation, that the employee does not pose a threat to his/her own safety or health or the safety or health of other employees, and the employee’s job performance is not significantly, detrimentally affected by the therapeutic drug. Otherwise, the employee may be required to take a leave of absence or comply with other appropriate action determined by the Company.

Administration of Policy:

Reporting:

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

Drug and Alcohol Screening:

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

1. **Pre-Employment Screening:** All job applicants are subject to pre-placement drug and alcohol screening. When the applicant has a positive test result for alcohol, an illegal drug, or an unprescribed controlled substance, the conditional offer of employment can be withdrawn.
2. **Random Testing:** All employees are subject to drug and alcohol screening on a random basis throughout the length of their employment.
3. **Work-Related Accidents:** Employees involved in work-related accidents resulting in any bodily injury (either to themselves or to others) or property damage may be subject to drug and alcohol testing if management of the Company reasonably believes that drugs and/or alcohol were a contributing factor to the accident.
4. **Reasonable Suspicion:** The Company reserves the right to test those employees’ management reasonably suspects may be violating any portion of this policy. The reasonable suspicion must be based upon a Company management official’s or supervisor’s reasonable belief that an employee’s behavior or appearance indicates alcohol or drug use, which is to be confirmed or supported by a second supervisor or company representative. Factors that individually or in combination could result in reasonable suspicion include, but are not limited to, the following:
 - a. Direct observation of an individual engaged in a drug-related activity;
 - b. A pattern of abnormal conduct;
 - c. Unusual, irritational or erratic behavior;
 - d. Specific, clearly stated observations concerning the appearance, behavior, speech or body odors;
 - e. Sudden changes in work performance;
 - f. Information provided either by reliable and credible sources or independently corroborated

5. Post-Treatment/ Post-Rehabilitation Testing: Employees who successfully complete an approved counseling or rehabilitation program pursuant to this policy may be subject to unannounced testing.
6. Additional Testing: Additional drug and alcohol impairment testing may also be conducted as required or permitted by applicable state or federal laws, rules or regulations or deemed necessary by the Company.

Any employee who (a) fails to cooperate with an investigation into possible violations of this policy; (b) refuses to sign the consent to or to take, a drug or alcohol test; (c) tampers with any sample or test sample; (d) fails to appear for testing or remain at the testing site until the testing process is complete; or (e) fails a test will be subject to corrective action, up to and including termination. Test samples will be analyzed by a qualified laboratory selected by the Company and the testing samples and procedures will be in accordance with state law.

It is the policy of the Company to comply with the employee non-discrimination provisions of state and federal law including any and all controlled substance legislation under state law. The Company will not discriminate against an applicant or employee who is a holder of a valid medical marijuana card or permit, based solely upon his or her status as a cardholder recognized under state law. In addition, this shall not limit the Company's ability to take disciplinary action or to terminate an employee in the event of a reasonable or good faith suspicion of impairment by the use of marijuana (medical or otherwise) or the possession, use or ingestion of marijuana of any type in the workplace.

Confidentiality:

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

Employee Assistance:

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

Searches:

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

Violence Prevention

MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC prohibits any language or actions on the part of CAREGivers that could create an unfriendly, intimidating or threatening effect on another CAREGiver, visitor, client or vendor. Likewise, no visitor, client, or vendor is permitted to create an unfriendly, intimidating or threatening effect against an employee of *MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC*.

Any employee who witnesses behavior which is erratic, abusive, threatening or otherwise troublesome by anyone on the Company's or client's premises is required to report it immediately to any office member. An employee who appears to be troubled, or who engages in behavior that is violent or that could provoke violence, will be referred by management to appropriate agencies.

Concealed Handgun Policy

MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC has adopted the following policy regarding the Concealed Handgun Permit/License:

Unless otherwise prohibited by Federal or State law, no person other than certified law enforcement officers is authorized to carry a concealed weapon or carry a firearm on company property or a physical location (client's home) over which ***MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC*** exercises control. No explosives or weapons of any kind are allowed on company or client premises.

RELIABILITY: REQUESTS FOR TIME-OFF/LEAVES OF ABSENCE

It is important that CAREGivers make every reasonable effort to report for their assigned shifts on or before the scheduled time. Consideration should be given to weather and traffic conditions, as well as the familiarity of the client's location. Our clients depend on us to maintain their quality of living, and in some cases their well-being and safety are dependent on the CAREGivers being there on time.

If a client sends a CAREGiver home early from an assignment, the CAREGiver must notify the office and talk to an office member "live" before leaving the client's home. If a client requests any other type of schedule change (i.e. staying late, coming early, coming a different day, etc.), the client or client representative must contact the office before the change is made.

An employee who is constantly tardy or absent

- 1) disrupts the workflow
- 2) burdens coworkers with extra tasks
- 3) lowers morale
- 4) may affect the quality of services to our clients.

Absenteeism or tardiness may result in corrective action up to and including suspension and/or dismissal.

Attendance Policy

You are expected to be clocked in at your place of assignment at the beginning of your scheduled shift. If you clock in 8 min after your schedule start time, you will be considered tardy unless you have prior permission from the office staff. If you are late and work over to make up the time, it is still considered tardy.

It is important that you make every reasonable effort to report for your assigned shift on or before the scheduled time. Consideration should be given to weather and traffic conditions, as well as the familiarity of the client's location. Our clients depend on us to maintain their quality of living, and in some cases, their well-being is dependent on the CAREGiver being there. Excessive absenteeism will not be tolerated by The Company. Excessive absenteeism is considered more than two unexcused call offs in a three-month period. To be considered an excused absence you must provide The Company with documentation to support the call off. Cancellation of shifts must only be done in

extreme circumstances and as much notice as possible should be given to the office, but at a minimum you must notify the office two hours before the start of your shift. If it is not possible to be on time to an assignment, you must call the office as soon as possible at the office number. This is the main office phone number. It is your responsibility to talk with someone. **Texting is not acceptable.** Excessive tardiness is considered being late to a shift more than twice in one month. Excessive absenteeism/tardiness will result in corrective action up to and including termination. If you chose to use paid time off, you must follow the call off and request off policy.

Do not use other numbers that you may have seen on your caller I.D. The main office number is the only sure way to know you are reaching the on-call staff member. If you are calling off on an assignment and leave a voice message, please call again if we do not acknowledge your message within 10 minutes. It is your responsibility to make sure we get the message.

You must clock in from the Clear Care Go APP or the client's home phone using telephony. You cannot use your personal cell phone unless you have prior approval from the office.

- **2 tardies = Verbal Warning**
- **3 tardies = Written Warning**
- **4 tardies = Written Warning and 30-day probation**
- **5 tardies = Termination**

If you have an emergency and are calling off your shift at the last minute, you must provide documentation to validate your call off or it will result in an **unexcused absence**. The documentation must be turned into the office within 48 hours. It can be mailed, emailed, or faxed. It is your responsibility to ensure the documentation is in the office in the required time frame. For example, if you are sick and do not go to the doctor to get proper documentation, then it will be counted as **unexcused absence**. Proper documentation would be Doctor's excuse or visit paperwork, obituary, school note, court document, etc. This policy is for everyone regardless of how long you have been employed with Home Instead.

- **1st unexcused absence = Verbal Warning**
- **2nd unexcused absence = Written Warning**
- **3rd unexcused absence = Written Warning and 30-day probation**
- **4th unexcused absence = Termination**

| |
|---|
| 2 or more consecutive days for the same issue = 1 occurrence |
|---|

Both tardiness and absences will be managed on a 6-month rolling calendar. Unexcused tardiness and absences will roll off your attendance record 6 months from the date they occur.

Inclement Weather

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

Requesting Time Off

The company does not provide paid time off for vacation, sick, personal leave, or emergency leave. In every situation, CAREGivers are expected to provide timely requests to the Company to ensure (1) there is adequate time

to find a suitable replacement, (2) the service to the client(s) is uninterrupted, and (3) notification to the client is provided in a timely manner. Timely requests/notifications are identified as:

Vacation/Personal. Requests for Time Off are required in writing or via JotForm. The request must be received at least TWO weeks **PRIOR** to the requested time off. It is extremely important that we have the approved documentation in your file, as you could be scheduled to work based on your availability and considered a “no show” for your shifts. All “no shows” are grounds for immediate termination and not tolerated. **Short Notice** time off requests cannot be guaranteed and, in some cases, you will still be required to work your scheduled shift if a suitable replacement cannot be found.

Sick Leave/Injury/Emergencies. CAREGivers who cannot report to scheduled work assignment(s) due to illness, injury or emergency, must **call** into the office and speak “live” or directly to a member of the office staff at least two hours prior to the start of the CAREGiver’s shift to allow the Company enough time to find a suitable replacement. Sending an email or text message is **not** an acceptable form of communication if a CAREGiver cannot report to scheduled work assignments. Documentation for last-minute call outs will be required in order to consider the day off as **excused** or it will be considered **unexcused** and could result in a write up. Absences of three or more consecutive days may require a doctor’s note be submitted to the office. Following illness or injury the Company may require a statement from the treating physician indicating that the employee is able to resume normal work activity.

Holidays. CAREGivers will be paid only for hours worked. CAREGivers working scheduled holidays will be paid one and one-half (1½) times the regular rate. Recognized holidays include: New Year’s Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day. **CAREGivers who are scheduled to work a holiday must notify the office at least two weeks in advance for time off for the holiday.** Requesting time off with less notice may result in the request being denied.

Inclement Weather. On rare occasions, the weather causes a disruption of normal transportation to and from work. However, since the company must be open to meet client needs, there is no choice but to be at work despite adverse conditions. Employees will be expected to report at the usual time. If local conditions make it impossible for employees to report to work on time, they should notify the office immediately.

Employees should not use their private vehicles to transport other employees. The Company cannot assume any liability for violation of this policy. If an employee chooses to give a fellow employee a ride, it is the employee’s decision, not the Company’s.

Family or Medical Leave

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

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

1. Because of the birth of a child of the employee and in order to care for such child.
2. Because of the placement of a child with the employee for adoption or foster care.
3. In order to care for the spouse, or a child, or parent, of the employee, if such spouse, child, or parent has a serious health condition.

4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

5. To handle various non-medical “qualifying exigencies” arising out of the fact that the employee’s spouse, son, daughter or parent is a military member on “covered active duty” status.

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

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

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

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

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

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

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

Notice and Certification – In the case of foreseeable leave, you must provide 30 days advance notice, if possible. If 30 days’ notice is not possible, notice must be provided as soon as possible. If it is necessary for you to take leave to obtain planned medical treatment, you must make a reasonable effort to schedule the treatment, so it does not disrupt our operations. In some cases, you may need leave on only an intermittent basis. In those cases, you may be assigned to an alternative position which better accommodates your intermittent absences.

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

In the case of servicemember family leave, you must provide appropriate certification to confirm the family member is a “covered servicemember.” This certification must include information such as the date the serious

injury or illness commenced, the probable duration of the serious injury or illness, and the appropriate medical facts within the knowledge of the health care provider regarding the condition. In addition, the health care provider must indicate that you are needed to care for the covered servicemember and provide an estimate of the time you will be needed, and if the individual is a covered veteran, confirmation that the military member is a veteran, the date of separation, and whether the separation was other than dishonorable.

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

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

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

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

Below is the link for more information. <http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

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

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

Military Family Leave Entitlements

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

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

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

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

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

Eligibility Requirements

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

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

Definition of Serious Health Condition

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

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

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

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

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

Employee Responsibilities

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

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

Employer Responsibilities

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

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

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

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

Enforcement

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

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

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



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

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



WHD Publication 1420 - Revised February 2013

Military Leave

The Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") protects the job rights of veterans and members of the active and Reserve components of the U.S. armed forces. USERRA prohibits employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services. Applicants and employees who apply for or perform service in the uniformed services, whether on a voluntary or involuntary basis, will not be denied initial employment, reemployment, retention in employment, promotion or any benefit of employment on the basis of the performance of such services.

Uniformed services consist of the following:

- Army, Navy, Marine Corps, Air Force and Coast Guard;
- Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve and Coast Guard Reserve;
- Army National Guard and Air National Guard;
- Commissioned Corps of the Public Health Service; and
- Any other category of persons designated by the President in time of war or emergency;

Eligible military service, referred to as "service in the uniformed services," includes performance of a duty on a voluntary or involuntary basis in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and a period of time for which the employee is absent to determine fitness for duty or to perform funeral honors duty. Eligible military service also includes duty performed by intermittent employees of the National Disaster Medical System ("NDMS") when activated for a public health emergency, and approved training to prepare for such service.

Any employee who enters the uniformed services of the United States will be granted an unpaid military leave of absence and may qualify for reemployment as prescribed by Federal law. Employees wishing to take military leave must provide advance written or verbal notice, unless giving notice is impossible, unreasonable, or precluded by military necessity. Employees should provide notice as far in advance as is reasonable under the circumstances.

Reemployment - The period an individual has to make application for reemployment or report back to work after military service is based on time spent on military duty.

| LENGTH OF SERVICE | DEADLINE FOR REEMPLOYMENT |
|---|---|
| Service of less than 31 days | The service member must return at the beginning of the next regularly scheduled work period on the first dull day after release from service (taking into account safe travel home plus an eight (8) hour rest period). |
| Service of more than 30 days but less than 181 days | The service member must submit an application for reemployment within 14 days of release from service. |
| Service of more than 180 days | The service member must submit an application for reemployment within 90 days of release from service. |

In addition, to be eligible for reemployment, the service members must not have been separated from service with a disqualifying discharge or under anything other than honourable conditions. For more information regarding military leave or USERRA, please contact the General Manager.

Unemployment and Workers' Compensation

If a CAREGiver is injured on the job, the Recruitment and Engagement Coordinator or Franchise Owner should be notified immediately. To ensure that a CAREGiver gets the care needed, **it is critical that paperwork documenting on-the-job injuries be completed properly and accurately and within 24 hours of the injury.**

MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC pays Federal and State taxes to provide eligible employees with unemployment insurance. In addition, the Company purchases workers' compensation insurance to protect employees who are injured or who become ill as a result of their employment. The Company pays the entire cost of the two benefits.

CAREGivers may be eligible for unemployment insurance benefits if they are permanently terminated without cause. Whether the CAREGiver qualifies for unemployment benefits and the amount of the benefits if the CAREGiver does qualify, are determined by Federal and State laws and guidelines.

CAREGivers may be eligible for workers' compensation benefits when injury or sickness results from work on the job. Workers' compensation insurance pays for hospital and medical expenses. In addition, after a brief waiting period, if the CAREGiver is unable to work, workers' compensation insurance pays the disability income in amounts set by State law. Whether the CAREGiver qualifies for workers' compensation benefits, and the amount of benefits if the CAREGiver does qualify, are determined by State law and guidelines.

If a CAREGiver is injured while working or if the CAREGiver develops an illness associated with work, the CAREGiver must report the injury or illness to the Recruitment and Engagement Coordinator immediately or as soon as physically able to do so. Failure to promptly report injury or illness may delay or complicate the CAREGiver's right to workers' compensation benefits. Information about unemployment and workers' compensation rights and benefits is posted at the ***MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC office.***

Authorization to Return to Work

Prior to returning to work after a work-related injury, the Company requires a statement from the treating physician indicating that the CAREGiver is able to resume normal work activity. In instances when the physician does not feel a CAREGiver may return to normal work activity without requiring modified duty, a physician's statement explaining in detail what modified duty is required (lifting 5 lbs, no pushing, no pulling, etc) is needed. It is usually necessary for an employee to provide a copy of the job description during the process of determining job modifications.

Every time a CAREGiver goes to the treating physician for an evaluation of the work-related injury, a statement from the physician must be obtained either providing a release to return to work or a notice indicating that normal duties may not be resumed, or the CAREGiver cannot work at all.

NON-SOLICITATION AND NON-COMPETE POLICY

CAREGiver Confidentiality and Non-Solicitation Agreement

This Confidentiality and Non-Solicitation Agreement ("Agreement") is made by and between MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC, (d.b.a. an independently owned and operated Home Instead franchise) ("Employer"), and _____, ("Employee"), this ____ day of _____, 20__.

Employee acknowledges and agrees that: (1) Employer is an independently owned and operated franchisee of Home Instead, Inc.; (2) Employee was hired by Employer and is paid, supervised and employed by Employer; and (3) Home Instead Inc. is not the employer of Employee and is not involved in the supervision of the Employee or in directing the daily activities of the Employee.

In consideration of the employment of Employee by Employer, and in further consideration of the promises and commitments contained in this Agreement, Employee and Employer agree to execute and be bound by this Agreement as follows:

1. **Non-Disclosure and Return of Confidential Information**

- a. **Acknowledgments.** Employee acknowledges that: (I) Employer's business is both highly specialized and competitive, (II) confidential information and trade secrets are not generally known to, or readily ascertainable by, the public or Employer's competitors. Employee understands that the misappropriation or unauthorized disclosure of such information is prohibited and will cause Employer irreparable injury.
- b. **Non-Disclosure.** While Employee is employed, and at all times following the voluntary or involuntary termination of Employee's employment for any reason, Employee shall not disclose confidential information and trade secrets to anyone other than Employer's offices.
- c. **Non-Removal.** Employee shall not, other than in the ordinary course of business, directly or indirectly, copy, take or remove from Employer's premises any of Employer's books, records, files, customer lists, documents or materials, without the prior written consent of Employer.
- d. **Return of Documents and Property.** Employee will upon the request of Employer, or upon the termination of employment for any reason, immediately return and surrender to Employer originals and all copies of confidential information and trade secrets, as well as any other documents or property belonging to Employer.

2. **Non-Solicitation Agreement**

- a. **Acknowledgments.** Employee acknowledges that Employer's relationships with its employees, vendors, suppliers, clients/customers and other business associations are among Employer's most important assets, and that the development, maintenance and continuation of any of these relationships are valuable to Employer and shall be maintained in confidence and constitute one of Employer's most important assets. Employee further understands it is Employee's responsibility to develop and maintain the goodwill of these relationships on behalf of Employer throughout the course of the employment relationship.
- b. **Non-Solicitation of Employees.** Employee agrees that during the employment term with Employer and for a period of one year after the termination of employment for any reason whatsoever, Employee will not recruit, solicit, or induce, or attempt to induce any employee of Employer to terminate their employment with or to otherwise cease a relationship with Employer.
- c. **Non-Solicitation of Customers.** In addition, Employee agrees that during employment and for a period of one year after termination of employment for any reason whatsoever, Employee will not solicit, divert, or attempt to divert, any business or customer of Employer or any prospective customer of Employer, by direct or indirect inducement or otherwise or to directly or indirectly do any other act injurious to the goodwill associated with Employer's business.

3. **General Provisions**

- a. **Legal and Equitable Relief.** The restrictions contained in Sections 1-3 are necessary for the protection of the legitimate business interests and goodwill of the Employer, and are considered by the Employee to be reasonable for such purposes. The Employee agrees that any breach of Section 1-3 will cause the Employer substantial and irrevocable damage. In the event of any such breach, in addition to such other remedies that may be available, including the recovery of damages from Employee, Employer shall have the right to injunctive relief to restrain or enjoin any actual or threatened breach of the provisions of this Agreement. If Employer shall prevail in a legal proceeding to remedy a breach or threatened breach of this Agreement, Employer shall be entitled to receive reasonable attorneys' fees, expert witness fees, and costs incurred in connection with such proceeding, in addition to any other relief it may be granted.
- b. **Severability.** The terms and provisions of this Agreement are severable in whole or in part, and if any term or provision of this Agreement should be deemed invalid, illegal or unenforceable, the remaining terms and provisions shall remain in full force and effect.
- c. **Assignment.** This Agreement is personal and not assignable by Employee. Employer may assign this Agreement to any successor in interest to the business, or part thereof, of Employer.
- d. **Governing Law and Consent to Jurisdiction.** This Agreement and all disputes relating to Employee's employment shall be subject to, governed by and construed in accordance with the laws of the State

of Arkansas, irrespective of the fact that one or both of the parties now is or may become a resident of a different state.

- e. **Disclosure of Agreement.** In the event Employer has reason to believe this Agreement has or may be breached, Employee acknowledges and consents that this Agreement may be disclosed by Employer, without risk of liability, to a current or prospective employer of Employee or other business entity.
- f. **Survival.** The obligations contained in this Agreement survive the termination, for any reason whatsoever, of Employee's employment with Employer.
- g. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to this subject matter, and supersedes all prior agreements or understandings, if any, between the parties with respect to the employment of Employee. This Agreement may not be modified or amended other than by an agreement in writing signed by both parties.
- h. **No Waiver.** The failure of either party to insist on the performance of any of the terms or conditions of this Agreement, or failure to enforce any of the provisions of this Agreement, shall not be construed as a waiver or a relinquishment of any such provision. Any waiver or failure to enforce on any one occasion is effective only in that instance and the obligations of either party with respect to any provision in this Agreement shall continue in full force and effect.

EQUAL OPPORTUNITY AND OTHER EMPLOYMENT POLICIES

Equal Employment Opportunity

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at ***MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC*** will be based on merit, qualifications and abilities. ***MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC*** complies with both Federal and State laws pertaining to Equal Employment Opportunity (EEO) and does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age (except as otherwise required by child labor statutes), disability or any other characteristic protected by law. ***MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC*** will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This EEO policy governs all aspects of employment, including selection, job assignments, compensation, discipline, termination and access to benefits and training. Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention ***MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC*** Recruitment/Engagement Coordinator (501-625-3133). Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

Americans with Disabilities Act

Employment opportunities with ***MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC*** are based on the individual's ability to do the job. We recognize our moral and legal obligation to employ qualified disabled individuals. It is our goal to make reasonable accommodations when necessary to aid the employment and advancement of disabled workers' who are qualified to perform essential job functions unless doing so would result in an undue hardship. A qualified employee with a disability is encouraged to request an accommodation if needed to perform

the job tasks more effectively. The request is to be made to the Recruitment/Retention Coordinator who will meet with the CAREGiver to discuss the disability in relation to the duties of the caregiving job.

Workplace Harassment

MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC will not tolerate unlawful or otherwise inappropriate harassment of employees by anyone, including any supervisor, co-worker or third party (i.e. client, supplier, or vendor). All employees are responsible for making sure that the workplace is free from all types of harassment. Harassment consists of unwelcome conduct, whether verbal, physical or visual, that is unlawfully based on a person's race, color, religion, sex, national origin, age, disability or any other characteristic protected by law or that is otherwise inappropriate for a workplace (i.e. personally derogatory treatment such as teasing likely to cause individual resentment or work disruption). ***MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC*** will not tolerate harassment that affects job benefits, interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment.

Sexual harassment deserves special mention. Sexual harassment in the workplace may include, but is not limited to, derogatory remarks, epithets, offensive jokes, the display or circulation of offensive printed or visual material, or offensive physical actions. It may include sexual propositions, innuendo, suggestive comments, sexually oriented jokes or teasing, or unwelcome physical contact. Unwelcome sexual advances, requests for sexual favors, or other physical, verbal, or visual conduct based on sex, constitutes harassment when:

- Submission to the conduct is required as a term or condition of employment or is the basis for an employment action, or
- The conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive workplace.

Any CAREGiver who has been the victim of prohibited harassment or has witnessed such harassment, should immediately notify the Recruitment/Engagement Coordinator so that the situation can be promptly investigated and remedied. If it is the Recruitment/Engagement Coordinator who is responsible for the harassment or reporting the situation to this individual is otherwise inappropriate, report the harassment complaint immediately to ***MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC*** Franchise Owner (501-625-3133). To the fullest extent practicable, ***MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC*** will maintain the confidentiality of those involved.

If an investigation confirms that harassment has occurred, ***MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC*** will take corrective action, which may include discipline up to and including immediate termination of employment. The Company also forbids retaliation against anyone who has reported harassment or who has cooperated in the investigation of harassment complaints.

WORKPLACE VIOLENCE

Home Instead is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, the Company has adopted the following policy to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises. Employees who violate this policy may be subject to disciplinary action, up to and including dismissal, arrest, and prosecution. All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited on the Company premises, on duty, and/or on the client's property without proper authorization.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including during off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment which is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law. All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to the Recruiting & Retention Manager or any other member of management. This includes threats by employees as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible. Any person engaging in threats of (or actual) violence may be removed from Company premises as quickly as safety permits. Individuals who have been removed from Company premises shall remain off the premises pending the outcome of Company and/or criminal investigations.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. No employee will be subjected to retaliation for reporting any threat or perceived threat. Additionally, no Employee will be required to provide services to a client that violates this policy.

The Company will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practicable. In order to maintain workplace safety and the integrity of its investigation, the Company may suspend employees, either with or without pay, pending investigation. The Company may also, at its option, discipline or terminate the offending employee, terminate or suspend business relationships with, reassign job duties, or initiate criminal prosecution of the person or persons involved. No existing Company policy, practice, or procedure should be interpreted to prohibit decisions designed to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing.

MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Employees with questions or seeking more information on immigration law and issues are encouraged to contact the Recruitment/Engagement Coordinator. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

Assessment, Corrective Action, Termination

New employees are hired under a 90-day assessment period. During this time, new employees will have the opportunity to demonstrate their ability to achieve a satisfactory level of knowledge, skills, and abilities. ***MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC*** uses this period to evaluate employee capabilities, work habits, and overall performance. If the employee has performed unsatisfactorily during the assessment period, the assessment status may be extended or the employee may be released without prior notice or obligation, but only after consultation with the Franchise Owner or his designee. The purpose of the assessment period is to determine continued employment.

During the assessment period, new employees are eligible for those benefits that are required by law, such as worker's compensation insurance and Social Security. They may also be eligible for other company benefits, subject to the terms and conditions of each benefit program. Employees should read the information for each specific benefit program for details regarding eligibility.

The successful completion of this period, however, will not result in an employment contract or guaranteed employment for any specified duration or establish a just cause termination standard.

It is the CAREGiver's responsibility to be reliable, dependable, caring, and to follow established work policies. Warnings may be given to employees for violating Company policy, misconduct, unsatisfactory performance, declining reasonable work, tardiness, chronic sickness, insubordination, or unsafe caregiving practices.

It is understood that CAREGivers may not be able to work each shift for which he/she is scheduled. However, if during any 30-day period a **CAREGiver refuses suitable work three or more times, the Company will consider the CAREGiver to have voluntarily resigned his/her employment.**

There may be times when no work is available. During those times, CAREGivers are required to call the office every 30 days following the date of the CAREGIVER's last assignment. If a CAREGiver fails to maintain contact within 30 days following the last assignment, the Company will assume he/she has voluntarily resigned.

Depending on the nature of the violation and the incidence of previous corrective action, the Company reserves the right to terminate employees without additional corrective action. **Immediate dismissal is in order when CAREGivers do not notify the Company about work assignments for which they fail to show (No-Call / No-Show). This will be considered a voluntary resignation.**

Client complaints are handled in a fair and equitable manner. Investigation, mediation, counseling, retraining, rescheduling and possibly even dismissal may be used to resolve these matters. **Misconduct, theft, abuse, or any other violations of Company policy are grounds for immediate dismissal.** As mentioned in other policies, all employment relationships with the Company are on an at-will basis. The Company reserves the right to terminate the employment relationship at any time, with or without cause or notice.

When employment policies are violated, corrective action becomes necessary. In that event, the following procedures will be followed:

- 1st Violation: Verbal warning
- 2nd Violation: Written warning
- 3rd Violation: Written warning and 30 day probation (must not miss any work during this time)
- 4th Violation: Termination.

Corrective Action Policy

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

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

The following is a list of some examples of misconduct that may result in corrective action, up to and including termination of employment. The list is representative and is not intended to be comprehensive, and the Company reserves the right to take correct action based on conduct not listed here.

- Failure to comply with the Company's policies, procedures, guidelines and practices.
- Possession, distribution, sale, transfer, or use of alcohol, illegal drugs or a controlled substance in or on the premises while on duty.
- Sexual or other unlawful or unwelcome harassment or discrimination against any individual.
- Fighting or threatening violence in the workplace or any disorderly or improper conduct on our premises or while performing work on behalf of the Company, either on or off premises.
- Theft or inappropriate removal or possession of property.

- Absenteeism, tardiness, leaving early, failing to report to work without notifying your supervisor or any absence without approval.
- Disregard for the health or safety of another employee.
- Insubordination, disobedience to authority or deliberate failure or refusal to perform assigned duties or to follow reasonable and appropriate instructions.
- Unsatisfactory performance or conduct as determined in the Company's discretion, including but not limited to inefficiency, lack of effort or lack of effectiveness on the job.

This list contains examples only. It does not include all possible conduct that may result in corrective action. Any employee who engages in conduct that the Company, in its sole discretion, considers inappropriate or improper may be subject to inquiry and/or may result in corrective action, up to and including termination of employment.

IMPORTANT CAREGIVING GUIDELINES

- **All clients are to be addressed by their last names** (such as Mrs. Jones) unless otherwise instructed by the client.
- When answering the telephone in a client's home you must identify yourself by first name, for example, "Hello, Smith residence, Delores speaking". Personal use of the client's phone is reserved for emergencies only. **You must never give your phone number to a client or their family members.**
- We provide light housekeeping services by maintaining an already clean home. **We do not allow deep cleaning or scrubbing.** If a client requests cleaning of drapes, blinds, showers, ceiling fans, or hard to reach areas, please ask them to contact our office.
- **All CAREGivers have a 25-pound lifting restriction.** To prevent injury to you, **you may not transfer a client or lift a client if they have fallen.** Please contact the office if you have any question regarding this area.
- Protection from bodily fluids is a primary concern for everyone's safety. Gloves should be used when contamination is inevitable.
- We can polish fingernails only. Due to medical concerns, **trimming of nails is prohibited.**
- **No massages are to be given.** This is for trained personnel only.
- **If the client wants you to have a key to their home, you must let the office know.** We will let the clients know that we are unable to have access to their key but suggest a lockbox.
- **If the client wishes to give you anything including money, gifts, or discarded items, you must first notify the office.** We will provide a Gift Form for you and the client to complete. The Gift Forms are for your protection to ensure that both parties agree to this transaction.
- **We are not allowed to rake leaves, trim branches, mow lawns or shovel snow.** If it is a light dusting then we can use a broom to sweep the outside stairs. Please contact the office if your client insists that you do these services.
- **All CAREGiver meals for the duration of the shift are to be furnished by the CAREGiver.**
- **No children, spouse, relative, friend, or pet may accompany a CAREGiver to an assignment.**

Separation and Eligibility for Rehire

The Company hopes that our relationships with employees are long-term and mutually rewarding. As mentioned elsewhere in this policy, all employment relationships with the Company are on an at-will basis. The Company reserves the right to terminate the employment relationship at any time, with or without cause or notice.

CAREGivers who want to be eligible for re-hire must submit a two-week notice to the office, in writing or verbally, complete all assigned shifts during that period, and leave the Company in good standing.

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

Company Property.

CAREGivers will be issued an identification badge, training guides, and various other materials for use during employment. At the conclusion of employment, a CAREGiver is responsible for returning any company property, including training guides, before receiving a final paycheck. CAREGivers are required to reimburse the Company for any materials not returned. This may be done through payroll deduction.

Home Instead CAREGiver Job Description

MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC, d/b/a Home Instead

Objective:

Home Instead CAREGivers provide a variety of non-medical services that allow seniors to remain in their homes. These services are meant to enhance the quality of life for seniors. Home Instead CAREGivers help clients and their families meet the challenges of aging with dignity, pride, care and compassion.

Primary Responsibilities:

- Reflect the core values of *MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC*, (d.b.a. an independently owned and operated Home Instead franchise).
- Contribute to a positive living environment to enhance a client's quality of life
- Document daily activities and report any significant changes in a client's needs or living conditions
- Maintain regular communication with supervisor and office staff
- Provide **Companionship & Home Helper** services which could include:
 - Companionship and conversation
 - Providing stabilization and assistance with walking
 - Preparing meals and cleaning up meal-related items
 - Providing medication reminders and appointment reminders
 - Performing light housekeeping tasks (dusting, vacuuming, making beds, changing linens, cleaning bathrooms, kitchens, etc.)
 - Washing and ironing laundry
 - Running errands
 - Accompanying clients to appointments
- Provide **Personal Care** services which could include:
 - Assisting with bathing
 - Assisting with grooming
 - Assisting with toileting and incontinence issues

- Provide **Specialized** services which could include:
 - Advanced Alzheimer's/Dementia Care
 - Hoyer Lift
 - Feeding Tubes

Secondary Responsibilities:

- Participate in company sponsored training and social events including CAREGiver meetings
- Report hours according to office policy & communicate changes in availability in a timely manner
- Participate in bi-annual J.D. Power and Associates Satisfaction Survey
- Document client information in Client and Life Journal
- May require you to run errands and provide incidental transportation for a client using your vehicle or a client's vehicle.
- Perform other reasonable duties as assigned

Essential Job Requirements:

- Ability to lift, push or pull 25 pounds
- Ability to bend, twist, stoop, kneel and reach
- Possess a valid driver's license or state identification
- Possess valid auto insurance (if applicable)
- Ability to withstand exposure to dust, mold, mildew and cleaning solutions
- Ability to treat and care for clients and their property with dignity and respect
- Ability to adapt to various living environments and locations
- Ability to communicate with clients in a friendly and congenial manner

This document describes the general nature and level of work for the position. It is not a comprehensive list of its responsibilities, duties, skills, efforts and conditions. Your employer reserves the right to modify the description in the future with or without notice. The responsibilities for this position are subject to possible modification to reasonably accommodate individuals with disabilities.

Your employer is ***MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC*** (d.b.a. an independently owned and operated Home Instead franchise). Your employer is not Home Instead.

I have read and thoroughly understand the duties of the CAREGiver position.

Employee Signature

Date

Supervisor

Date



GIFT FORM

This form will serve as a record that _____ (Client or Client Representative)
has gifted the following item(s):

- 1) _____
- 2) _____
- 3) _____

to _____, an employee of ***MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC***, d.b.a. an independently owned and operated Home Instead franchise, on ____/____/____.

Client or Client Representative

Date

CAREGiver

Date

Franchise Office Representative

Date



RESIDENTIAL ACCESS FORM

This form will serve as a record that _____, (Client or Client Representative) has provided a key or garage entry code to _____, (Employee) of ***MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC*** d.b.a. an independently owned and operated Home Instead franchise on this _____ day of _____ 20____. The purpose for providing this key or garage entry code is to more conveniently allow the Employee to enter the home to provide caregiving services to the Client.

Signed:

Client or Client Representative

Date

Employee

Date

Franchise Office Representative

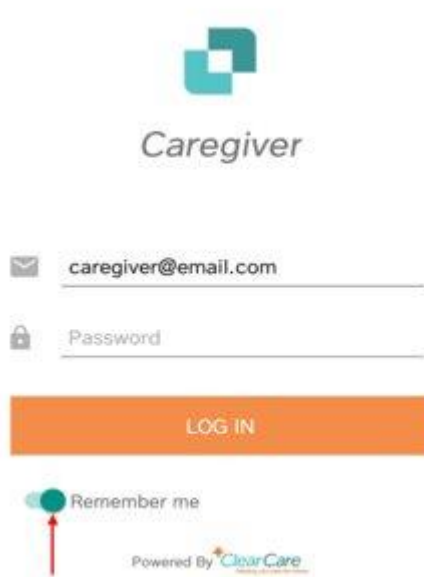
Date

ClearCare Go APP

The app is available on the App Store as well as Google Play, when one searches for ClearCare or ClearCare Go.

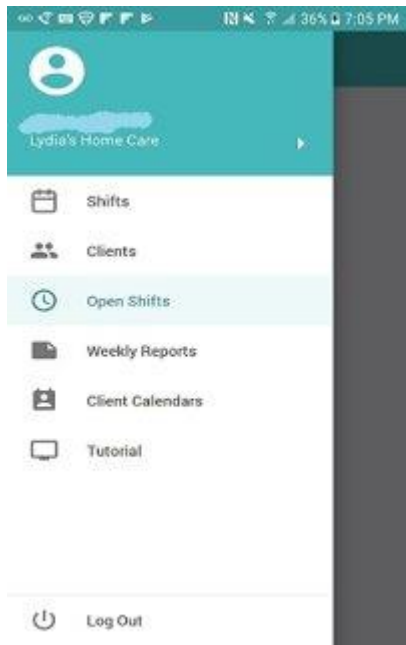
Client profile information and care plans are accessible from within the app, making it easy to quickly find information including address, directions and shift times by client.

Tap on the CC-Go app logo on your mobile desktop. The login page will 'remember' the user's email address by turning on the "Remember Me" option. For security purposes it doesn't remember the password.

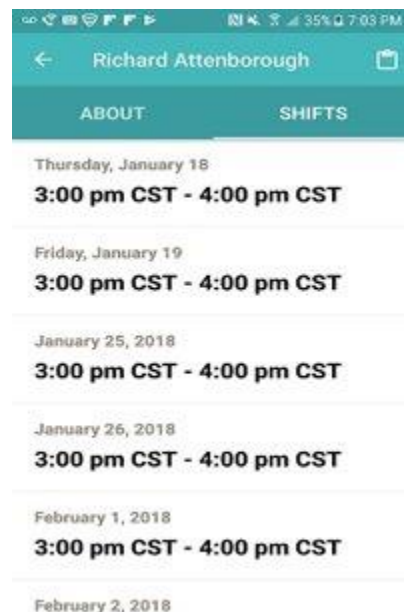


The screenshot shows the login interface for the Caregiver app. At the top is the 'Caregiver' logo, which consists of a teal square icon with a white cross-like shape inside, followed by the word 'Caregiver' in a grey sans-serif font. Below the logo are two input fields: the first is for an email address, containing the text 'caregiver@email.com', and the second is for a password, containing the text 'Password'. Both fields have a small icon on the left (an envelope for email and a lock for password). Below these fields is a large orange button with the text 'LOG IN' in white. Under the button is a 'Remember me' checkbox, which is currently checked (indicated by a green dot), with a red arrow pointing to it. At the bottom of the form is a small logo that says 'Powered By ClearCare'.

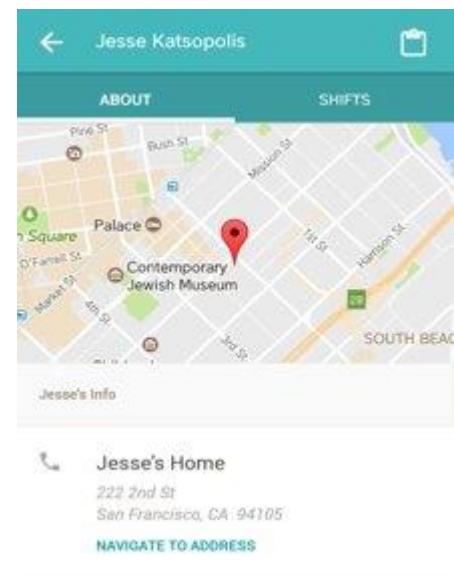
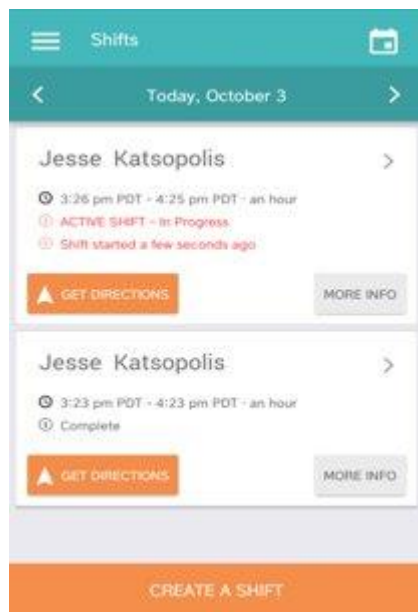
Once access is gained to the app, a menu is available for you to select your next set of choices;



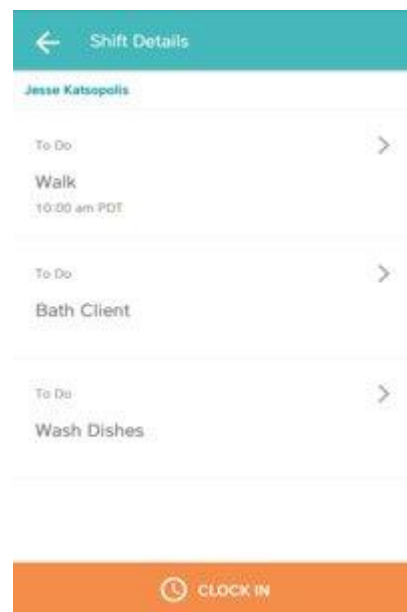
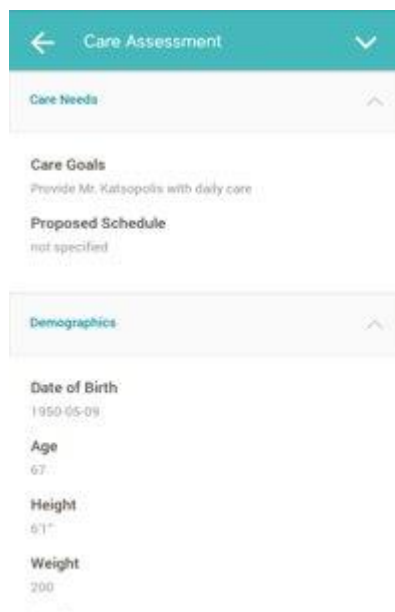
The shifts are shown in either a weekly or daily format.



To view shifts for the day, see the screenshot below. From this screen you can tap on the orange "Get Directions" button to be directed to Google Maps or see more information about the shift by tapping the "More Info" button to the right.



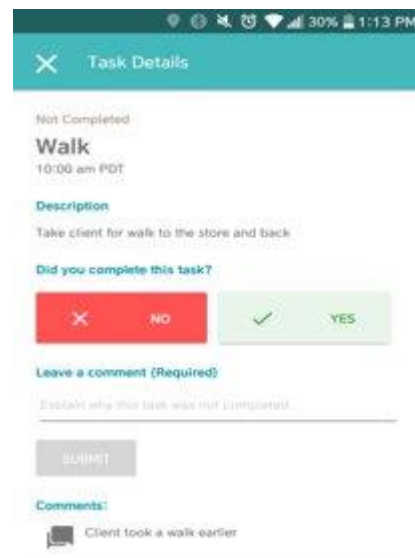
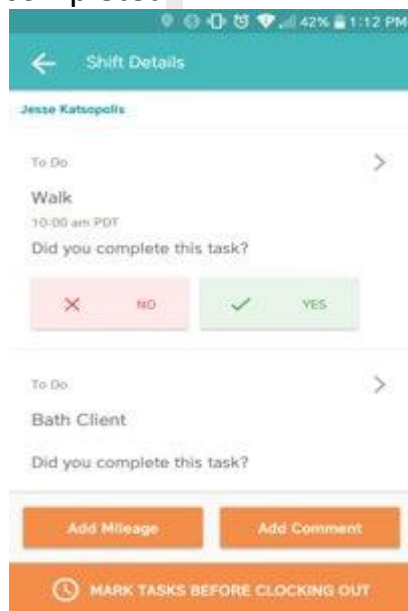
The Caregiver can also tap the Care Plan icon on the top right-hand corner to see the Client's care plan, or click into a shift to see the shift details.



Caregivers can clock in, clock out, update tasks and track mileage through the app. They can even capture a client's electronic signature. Click the orange "Clock In" button at the bottom of the screen to be clocked into the shift



Marking the task as completed will prompt the next task. Saying no will bring up a text field for the caregiver to type in a reason why the task wasn't completed.



Caregiver Telephony Training

Home Instead uses a telephony system that will help our agency, our clients, and their families have peace of mind by providing real-time visibility to the point of care. This system allows you to clock in, clock out, update the status of tasks as you complete them, and record the reason a task is not completed. You will soon receive shift offers via email and/or text, shift reminders via email and/or text, and an invitation to use our caregiver portal.

Our goal is to improve the quality of care we provide and offer much needed peace of mind to our clients and their families. While we realize that any change takes some getting used to, we're confident you will love this new system and appreciate how easy it is to use.

To use the system and report your hours, please follow the steps below at every shift.

1. Clock in when you arrive at the home

- a. The first thing to do when you arrive at a client's home is to call our toll-free telephony number: 1-877-593-4541
- b. Please remember to do this right when you arrive – don't delay!
- c. Call immediately upon arrival so you can be sure to be properly paid for all the time you are at the client's home and the client will be billed correctly.
- d. If there is more than one shift for that day, you will be asked to choose the shift.

For example:

"We found several available shifts for Joe Smith.

Press 1 if you are Jennifer Caregiver and are clocking out of the X shift.

2. Update task status

- a. Office staff will assign tasks to you, such as "Bathe and dress; Prepare breakfast; Provide medication reminder."
- b. After you clock in, the next time you call our telephony number, you will be asked to update the status of these tasks.
- c. Press 1 to mark a task as complete. If you haven't finished a task yet, don't press any buttons. Simply hang up, and you can call later to mark the task as complete.
- d. Press 2 to mark a task as incomplete. You will then be asked to record a reason.

3. Clock out

- a. When you have updated the status of all tasks, you will be asked if you would like to "Press 9 to clock out."
- b. Do not clock out until you are just about to leave the home. If you will be staying at the home longer, simply hang up and call again later to clock out.

Disciplinary Action

Date: _____

Employee Name: _____

Reason for Warning

- ☐ Violation of Company Policy: _____
- ☐ Excessive Absence: _____
- ☐ Excessive Tardiness: _____
- ☐ Other: _____

Type of Warning

- ☐ Verbal Warning
- ☐ First Written Warning
- ☐ Third Written Warning and 30 Day Probation (No call ins for 30 days)
- ☐ Termination

I understand similar violation of company policy will be cause for further discipline up to and including termination.

Employee Signature _____ Date _____

Supervisor _____ Date _____

Franchise Office Representative's Signature

Date



Training Reimbursement Agreement:

By signing below, you acknowledge that the cost to hire and train new CAREGivers is significant, and it is detrimental to our business to hire and train CAREGivers that do not work at least 200 hours within the first 100 days of employment.

I also understand that a "no show" at any time to my assignment is grounds for a voluntary, immediate termination.

By signing below, you also agree to reimburse _____ dba Home Instead the amount of \$300.00 for training and hiring expenses if you leave employment for any reason, including termination and/or resignation. You also acknowledge that this amount may be withheld from your final paycheck(s).

CAREGiver Signature

Date

Franchise Office Representative Signature

Date

Each Home Instead franchise is independently owned and operated.

New Advanced Scheduling Policy

CAREGiver Calendars will no longer be mailed to you.

You can now view your schedule via the **CAREGiver Portal** using your email address on file.

ASSIGNING SHIFTS:

Shifts will be assigned to you based on your availability (that you provided to your local office), client and caregiver preferences and reasonable driving distances.

CHECKING YOUR SCHEDULE:

Check your CAREGiver Portal every Monday and Friday for your schedule. We will not change your schedule during the current work week without notifying you first. If there are any issues with your schedule, you must call the office immediately, during REGULAR business hours to resolve the issue. Continue to pay attention to your daily shift alerts as holidays and overage on a client's hours could affect your schedule.

TIME OFF REQUESTS:

Requests for Time Off are still required in writing TWO weeks **PRIOR** to the requested time off. It is extremely important that we have the approved documentation in your file, as you could be scheduled to work based on your availability and considered a "no show" for your shifts. All "no shows" are grounds for immediate termination and not tolerated. Short notice time off requests cannot be guaranteed, and in some cases, you will be required to work your scheduled shift if a replacement cannot be found.

CALL OUT ON SHIFTS:

Documentation for a last-minute call out is still required in order to consider the day off as **excused** or it will be considered **unexcused** and could result in a write up, this policy is for everyone regardless of tenure.

CAREGiver Signature

Date

Build **Trust** Take the **Lead** Share your **Heart**®

Each Home Instead Senior Care franchise is independently owned and operated.

Empower First Login Instructions

1

Open a web browser and type in

<https://empower-caregiver.sabacloud.com> (CAREGiver URL)

<https://empower.sabacloud.com> (Key Player URL)

2

Select “First time here? Click here.”



Sign In

Email Address
your_email@example.com

Password
Password

Continue Cancel

First time here? Click here.

Forgot your password? Click here to reset it.

3

The system needs to send you a verification code. You can opt to receive it via email address or text message. Once you’ve made your choice, select “Continue.”

User Verification

To choose your password, we need to send you a code to verify your identity. You must use an email address or mobile number that matches the contact information registered in your franchise office's operating system.

How do you want to receive your code?

☒ Email

☐ Text Message

Continue Cancel

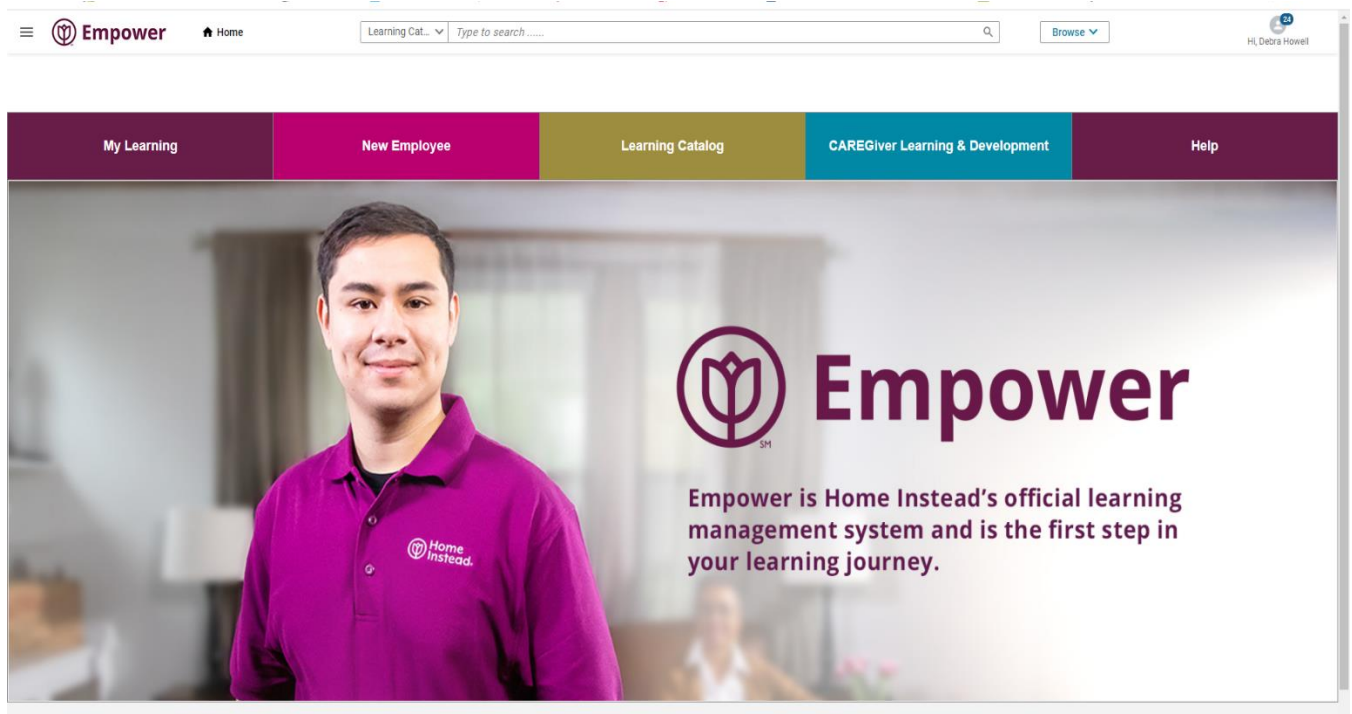
4

Next, access your email or text messages to obtain the verification code.

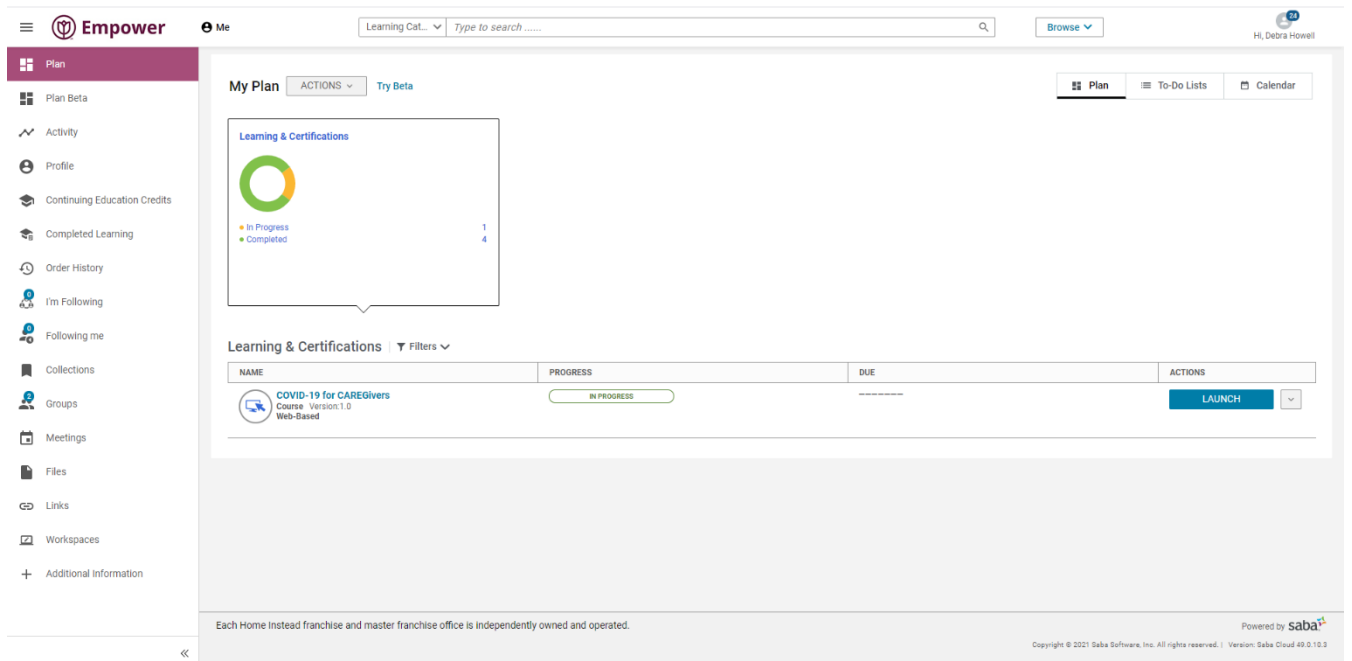
(Email only—You may need to look in your spam or junk folder.)



After Logging into Empower, click on my learning



Make sure Plan is selected on the left and you will be able to view your available learning



Click the blue launch button to start your learning

Plan

Plan Beta

Activity

Profile

Continuing Education Credits

Completed Learning

Order History

I'm Following

Following me

Collections

Groups

Meetings

Files

My Plan

ACTIONS

Try Beta

Plan

To-Do Lists

Calendar

Learning & Certifications

In Progress

Completed

1

4

Learning & Certifications

Filters

| NAME | PROGRESS | DUE | ACTIONS |
|---|------------------------|-----|-------------------------------|
| <div><div></div><div>COVID-19 for CAREgivers</div><div>Course - Version 1.0</div><div>Web-Based</div></div> | <div>IN PROGRESS</div> | | <div>LAUNCH</div> <div></div> |

MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC dba Home Instead

Employee Policy and Procedures Handbook

Signature Page

The following summary statements are agreements made between *MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC*, ("Employer") d.b.a. an independently owned and operated **Home Instead** franchise and _____, ("Employee"). The employer, which has a license to use the **Home Instead** service mark, is *MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC*. Neither Home Instead, Inc. nor **Home Instead** is the employer.

_____ I understand these policies do not create a contract of employment and that no express or implied promise or guarantee with regard to the duration or terms of my employment, wages or benefits is binding upon the Company. I understand that I am an employee at-will and that my employment with the Company is by mutual consent and may be terminated by Company at any time, with or without notice. I also understand that no manager, supervisor, or representative of Company has any authority to enter into an agreement for any specified period of time or make any binding representations or agreements inconsistent with Company policies. **I understand that my work with McClure and Associates, is not full time since the health of the individuals the company serves is uncertain and the company cannot guarantee hours.**

_____ I agree that I am employed by *MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC* and that Home Instead, Inc. is not my employer.

_____ I acknowledge I have received a copy of the CAREGiver Policies and Procedures Handbook of *MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC*, d.b.a. an independently owned and operated Home Instead franchise ("the Company"), outlining the Company's policies, benefits, and employee responsibilities. I understand I am responsible for reviewing the information contained herein and will seek clarification or verification where necessary. I understand the policies are not designed to provide specific practices or policies for every situation. I also understand the Company reserves the right to interpret, amend, modify, correct, cancel or discontinue the policies, or any of their terms, at any time without prior notice.

_____ I understand that as an employee of *MJ Eldercare of Arkansas, LLC and/or NWA Eldercare, LLC*, d.b.a. an independently owned and operated Home Instead franchise, I may be issued company property to be used during the course of my training and in order to provide service to clients. Such items may include training guides, name badges, or similar items. I agree to return all company property that I have been issued upon the completion of my employment. **The final paycheck will be released when the training materials and other company property are received in the office.**

Employee Signature _____ **Date** _____

Company Representative _____ **Date** _____