

Dear CAREGiver,

Welcome to Home Instead, America's trusted non-medical 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 aging adults 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 CAREGivers 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.

Sandy Hull
President of Operations
Home Instead

MISSION STATEMENT

Enhancing the Lives of Aging Adults and Their Families

OUR VALUES

To honor God in all we do

To treat each other with dignity and respect

To encourage growth in ourselves and others

To build value in our service to others

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

LA Homecare, LLC and/or Tangi Cares, LLC

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

Note: For the purpose of this document your employer, LA Homecare, LLC and/or Tangi Cares, LLC will be referred to as The “Company,” “us” or “we.”

ABOUT US

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

Home Instead provides a meaningful solution for the seniors, who prefer to remain at home. Their quality of life is enhanced without the stress and hardships of interrupted routines and changes in their daily habits. Our part-time, full-time and around-the-clock services are designed for people who may or may not be 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

The policies in this handbook provide you with our office procedures and benefits. They are not designed to provide specific practices or policies for every situation. If you have any questions regarding specific practices and policies, or how the general rules apply, please do not hesitate to contact your supervisor or the General Manager.

The information in this handbook reflects our current policies. We reserve the right to interpret, modify or change any policies and procedures, in whole or in part, at any time, with or without notice.

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

STATEMENT OF EQUAL OPPORTUNITY EMPLOYMENT

LA Homecare, LLC and/or Tang Cares, LLC are equal opportunity employers and maintains a policy of nondiscrimination with respect to all employees and applicants for employment. All work-related decisions and opportunities are made and administered without regard to age, race, color, gender, religion, national origin, citizenship status, sexual orientation, gender identity, marital status, pregnancy, disability, genetic information, military service status and any other category or status protected by applicable law.

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

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

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

CAREGiver Job Description

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 LA Homecare, LLC and/or Tangi Cares, LLC, (d.b.a. independently owned and operated Home Instead® franchises).
- 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 franchise 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
 - Hospice Care
 - Use of assisted equipment

- For franchise offices using the home care tablet, the CAREGiver will:
 - Enhance the connection with clients, which includes but not limited to:
 - Photo Sharing
 - Playing music.
 - Playing games.
 - Video Calls to clients family
 - Internet activity
 - Activity of the Day
 - Enhance the connection with the office, which includes but not limited to:
 - Video Calls
 - QA Visits/Check Ins
 - Enhance the connection with other CAREGivers, which includes but not limited to:

- The CAREGiver Place App (if applicable)

Secondary Responsibilities:

- Complete all required training through the online learning platform designated by franchise office.
- 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 Listen360 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 learn technology for franchise offices using the home care tablet and for online training and development.
- 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 LA Homecare, LLC and/or Tangi Cares, LLC (d.b.a. independently owned and operated Home Instead® franchises). Your employer is not Home Instead, Inc.

POLICY AGAINST WORKPLACE HARRASSMENT

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

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

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

The Company prohibits retaliation against anyone for reporting discrimination and/or harassment, assisting in making a discrimination and/or harassment complaint, or cooperating in a discrimination and/or harassment investigation. Retaliation can include any disparaging comments, uncivil behavior, or any other negative treatment of an employee by other employees or members of management that result from the individual's making a harassment complaint or cooperating in a harassment investigation. Any employee who believes he/she has experienced or witnessed retaliation should immediately notify his/her supervisor or the General Manager.

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

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

DRUG AND ALCOHOL POLICY

Drug and alcohol abuse adversely affects the health and safety of employees and compromises their ability to perform their jobs. Therefore, the Company is committed to maintaining a work environment free from the adverse impact of employee alcohol and drug abuse.

Prohibitions

- A. The use, possession, sale, transfer, offering or furnishing of illegal drugs or other controlled substances (as defined under state and federal law), and the possession of implements and paraphernalia for the illegal use of drugs, while on duty, while on the Company's premises (including parking lots), while operating a vehicle leased or owned by the Company, or while performing services for or on behalf of the Company, is strictly prohibited.
- B. Except as provided below, the Company prohibits the use of alcohol by 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-the-job illegal drug use or activities, or convictions relating to such illegal drug use or activities, may result in termination of employment. 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 the use of a therapeutic drug unless such therapeutic drug affects the employee's capacity to properly perform job duties or creates a danger to him/her or to others in the work place. "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 work place 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

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 General 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 termination of employment.

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 marijuana, cocaine, PCP, amphetamines and opiates) under the circumstances described below which include our upon hiring, random and for cause testing policies.

1. **Pre-Employment Testing:** 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 un-prescribed 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 will be subject to drug and alcohol testing. Responsiveness to the office in the event of an accident within 2 hours of contact by the staff is a requirement of this clause so that tests can be administered, if deemed necessary.
4. **Reasonable Suspicion:** The Company reserves the right to test those employees management reasonably suspects may be violating any portion of this policy.

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.

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

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 termination of employment, 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 termination of employment.

CAREGIVER CONFIDENTIALITY

CONFIDENTIALITY OF CLIENT AND COMPANY INFORMATION

As a CAREGiverSM for LA Homecare, LLC and/or Tangi Cares, LLC d/b/a Home Instead® ("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
- Full face photographic images

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

- GrandPad tablets have been added in some of your client's homes. You can review client's assessments, complete care tasks and clock-in and clock-out on it. This is also a tool to encourage engagement between the client, CAREGiver, family and the Home Instead office.
- 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. (continued on next page)
- All communication regarding appointments, office visits, or general health of the client should be addressed to the client, the client's family, POA, 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's 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's owner and/or general manager to discuss the situation and to determine next steps that will help us to continue to provide quality care to our clients while upholding our privacy commitments to them.

Confidentiality and Non-Solicitation Agreement

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

CAREGIVER RESPONSIBILITIES AND EMPLOYMENT POLICIES

Employment Screening

Prior to being employed, each potential CAREGiver will have a thorough background check conducted. This background check will consist of a criminal history check, adult and child protective services check, a driving record check and a drug screen. If a potential CAREGiver does not successfully complete these pre-employment screenings, the offer of employment will be rescinded. All employees are subject to random background checks throughout the length of their employment.

Office Hours

Office hours are 8:00 a.m. to 5:00 p.m. Monday through Friday. A staff member is on call after hours during the week and the weekend for emergency purposes only. ***Please call during regular business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday for all non-emergency questions or concerns.***

BR Office Phone Number: (225) 819-8338 Care Management Direct Line: (225) 930-4780

Centrol Office Phone Number: (225) 416-0768

Hammond Office Phone Number: (985)345-3115

Background Checks

Background checks will be ordered/completed upon acceptance of orientation/training. At the time of application, the applicant will be asked to sign an authorization form. Applicants who do not successfully complete the background check may not be eligible for hire.

Work Assignments

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

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

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

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

Communication

Prior to serving a new client you will be briefed on the services the client needs. **If you have doubts about anything the client is requesting of you, please call the office.**

When meeting your client for the first time, make eye contact and shake your client's hand. Start off by making small talk. Tell the client about yourself. Show interest in what your client has to say. Let them know you are there to assist them and that they can simply ask if they need anything in particular. Always address the client by his/her last name unless instructed otherwise. ***Always be professional and refrain from discussing your personal problems or financial concerns with your client.***

You are expected to maintain an attitude of caring, consideration and personal interest in each client you serve. **As significant physical, mental and/or emotional changes in the client occur, you must report this information to the supervisor or other office member.** Client problems of any nature must be reported to the Company immediately for review and counseling.

Attendance/Punctuality

It is important that you make every reasonable effort to report for your assigned shift on or before the scheduled time. If relieving a family member or another CAREGiver, you should arrive at least ten minutes early. 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. You are personally responsible for your attendance and promptness. Failure to satisfy your work schedule, by arriving late, leaving early, or otherwise being absent from your assigned shift, may result in corrective action, up to and including termination of employment.

All situations that interfere with work assignments must be reported to the office at the earliest possible moment to allow the office enough time to fill our responsibility of care to the client. If it is impossible to be on time to an assignment, you must call your supervisor or other office employee as soon as possible. If the office is not yet open, you must leave a message. **You cannot have another individual call for, you must call the office, no texting or emailing is acceptable. Any call out with less than a 48 hour notice is considered a short notice call out and is subject to warning or termination.**

Inclement Weather

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

Smoking

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

Personal Appearance

A neat, clean, professional appearance is required at all times. Your personal hygiene is also extremely important, as you will work closely with clients. You should also minimize the use of cologne or perfume, as some clients are sensitive to this. Hair is to be combed neatly. Fingernails should be kept short, clean, and healthy. Long fingernails may pose a hazard to client safety when moving or repositioning the client. In addition, when fingernails are long, gloves may tear, posing a risk to both you and the client. If using nail polish, the polish should not be chipped. Chipped nail polish can harbor bacteria. Although artificial nails are not recommended, if worn, they should be kept short and maintained.

Dress Code

You may wear dress slacks, or khaki-style slacks, knee length or long skirts. Comfortable shoes, such as clean tennis shoes, flats or loafers are suggested. Sandals and High heels are not appropriate. **No blue jeans, shorts, sweat pants, tank tops, tube tops, flip-flops (shower shoes), head wraps, low-cut/revealing blouses, t-shirts with pictures or logos (other than HI wear) and any other attire that would be considered casual are prohibited.** All body piercings besides for earrings must be removed before providing service to a client. All body art must be covered as much as possible by clothing. A HI shirt may be purchased. The HI shirt will be required when providing care in **ALL** facilities (Nursing Homes, Hospitals, Assisted Living and the PACE Program). If given permission by your client, scrubs are

acceptable in certain situations in the home. When accompanying your client on outings, scrubs may not be appropriate. NO large purses or bags are to be brought into the homes.

Phone/Internet Usage

Cell phones should not be used to make personal calls, except in emergency situations. **You must use the client's phone to report your hours at the beginning and end of your shift.** Our Clients must be our first priority; therefore, personal calls should be limited to emergencies. In addition, **conducting personal conversations on your cell phone during your shift is prohibited. This includes talking, texting, and emailing while driving your client.** Cell phones should be turned on silence during your shift. In an emergency, your family/friends can contact the office, and we will call you directly at your client's home.

Tablets are provided in live in assignments and caregivers are to complete care tasks on these tablets. Tablets are used for care task exclusively.

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

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

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; video-sharing and picture-sharing sites such as YouTube, Snapchat 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. Violation of this policy may result in legal action and/or disciplinary action, including termination of employment. None of these policies are intended to or will be enforced in a manner that would violate employees' statutory rights.

Guidelines

The same principles and guidelines found in the Company's policies apply to your activities online. Ultimately, you are 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 may adversely affect 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.

Take these rules very seriously

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

Be respectful

Attempt to be reasonable and courteous toward co-workers, 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. 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 in violation of Company policies. Examples of such conduct might include posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other protected status.

Be honest and accurate

Attempt to be honest and accurate when posting information or news. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be retrieved. Avoid posting 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 private or confidential information of the Company, including but not limited to its trade secrets. 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 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 LA Homecare, LLC and or Tangi Cares, LLC dba Home Instead employee.

Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, state that you are an employee and state 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 your job 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 LA Homecare, LLC and/or Tangi Cares, 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 our behalf without contacting the [General Manager or President of Operations]. All media inquiries should be directed to them.

Workers Compensation

Work injuries must be reported immediately. Failure to report work injury on the day of the occurrence may jeopardize consideration for Worker's Compensation. ALL treatment for work injuries must be approved by the General Manager. Failure to do so may jeopardize coverage of the cost for the services rendered. If an injury occurs, the return to work approval must be cleared by the treating physician.

Gifts and Tips

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

Client Concerns

Client concerns or concerns about another CAREGiver should be directed to the office, not logged in client Journal. Any significant changes in your client's physical, mental, or emotional being must be reported immediately to the office. Any accidents or falls must be reported to the office immediately.

Client Activity Documentation

You are required to completely and accurately document all activity in the Client Activity Log 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. You must record the day and time of your shift, the exact time of arrival and departure, the tasks done during your shift, the client's condition, dietary notes, errands/outings, and any spending on behalf of the client. You must report the necessity of more log notes/meal logs to the office as well as the absence of a client journal. Sensitive information regarding the client and/or CAREGivers working with you should be called into the office instead of being recorded in the Client Journal.

Working in a Facility

When working in a facility (nursing home, assisted living, hospital), it is your responsibility to become familiar with and abide by all policies established by that facility. The policies are in place for the safety and security of the facility's clients, and failure to follow any of the guidelines may result in having your privileges to enter the facility as well as other facilities revoked. Failure to follow facility guidelines may also result in warnings and/or termination from the Company. Must wear Home Instead Polo Shirt with black or khaki pants. No sandals or open toed shoe.

Time Keeping/Reporting

Each employee must keep a daily written record of the hours worked for each client. This can be done by using your *CAREGiver Time Journal*. It is essential that your records be detailed in order to keep up

with the type of hours worked, mileage traveled, and miscellaneous expenses. **At the beginning and end of each shift you will clock in. At the end of each shift you are required to report your hours worked, mileage traveled in your vehicle and any miscellaneous expenses through our Telephony system using the client's home phone.**

Failure to call your hours in may result in the following:

A delay in receiving your paycheck

- After the first offense, you will be given a verbal warning affecting pay increases and bonuses.
- After the second offense, you will be given a written warning.
- After the third offense, you will be placed on probation at the discretion of your supervisor. This will affect pay increases and bonuses.
- Any additional violation of this policy will result in termination.

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

Compensation and Payday The Company classifies each employee as “exempt” or “non-exempt” in accordance with the Fair Labor Standards Act (“FLSA”) and applicable state law. CAREGivers are classified as non-exempt employees. Non-exempt employees are paid an hourly rate for actual time worked.

The Performance Based Evaluation

- Potential Merit increases at Day 90, 1yr, and 2yr.
- Future Cost of Living Increase raises are given periodically.
 - Exceeds Expectation
 - Meets Expectation
 - Needs Improvements
- Basically, the **BETTER** you perform, the **MORE** you **EARN!**

Build Trust: Be Reliable | Be Professional | Be Responsible

Dependability

A record of dependability and reliability. Meets commitments despite obstacles. Does not use excuses for mistakes or failure.

Comments/examples:

- Clocks in and out on time
- Gives 2 week notice for requested time off
- No more than 1 short notice call out in a 3-month period

Client Focus

Gives the client his/her undivided attention. Offers consistent care. Takes appropriate steps to continuously improve service. Goes above and beyond to provide extraordinary care.

Comments/examples:

- Client is the center of the CAREGiver's attention
- CAREGiver is knowledgeable of client needs, assessment and plan of care
- No report of CAREGiver using personal cell phone in the home

Careful Decision Making

Shows common sense. Anticipates consequences of decision, Identifies situations that require the involvement of others to achieve the best outcome. Understand profession boundaries.

Comments/examples:

- Follows Company Policy and Procedures

Communicator

Communicates and listens effectively with all Home Instead staff, other CAREGivers, clients and families. Able to document facts with appropriate level of detail. Builds trust through open and consistent communication. Uses empathetic listening skills.

Comments/examples:

- Keeps the office up to date with client issues and changes in client condition
- Responsive to calls, texts and emails
- Demonstrates professionalism when communicating with client, family, and office
- Follows company documentation guideline

Take the Lead: Be Empowered | Be Involved

Takes Initiative

Takes the lead by finding sensible, realistic, practical solutions to meet his/her client's needs. Empathizes by anticipating. Thinks before acting.

Comments/examples:

- Self-directed in following the client's plan of care
- Goes above and beyond for the client's sake

Ongoing Learning

Enthusiastically engages in additional training within or outside of Home Instead. Understands that the more you know, the more you can do for the company and client.

Comments/examples:

- Notifies the office of client specific learning needs
- Completes required CEU hours
- Receives constructive feedback and commits to improving

Commitment

Demonstrates commitment to Home Instead's philosophy by attending, participating, and/or volunteering in company and community events to grow her/himself through helping others.

Comments/examples:

- Attends Quarterly CAREGiver Celebrations and other required meetings
- Shows a professional, committed relationship with their clients

Excellence

Sets high standards of performance for self. Exhibits conscientiousness and high sense of responsibility for self, other employees, and company.

Comments/examples:

- Follows company Policies and Procedures
- Dresses professionally and according to policy
- No reports of unprofessional conduct
- Reports of CAREGiver going above and beyond

Share Your Heart: Be Compassionate | Be Thoughtful | Be Yourself

Passion

Exhibits enthusiasm, excitement and positive “can do” attitude. Able to turn negative or neutral situations in positive outcome.

Comments/examples:

- Committed to being the best that they can be
- Positive connections with the office
- Evidence of strong bond between client and CAREGiver

Likeability

Puts people at ease. Exhibits friendliness, genuineness, caring, compassion and sensitivity. Shares heart by taking steps to be the bright spot in someone’s day.

Comments/examples:

- Positive feedback from clients and families
- Shows evidence of making a good 1st impression when working with a new client

Adaptability

Flexible to needs of others. Not rigid intellectually, emotionally, or interpersonally. Adjust quickly to changing priorities.

Comments/examples:

- Accepts shifts at short notice
- Understands and adapts to schedule changes

Service Attitude

Treats client and others as they would like to be treated. Treats each person with dignity and respect. Ensures that client is treated as who they “used” to be.

Comments/examples:

- Embraces the cognitive, physical, and social changes that our clients go through and meets them where they are
- Takes constructive coaching and commits to continuous improvement

Overall Evaluation Rating

Exceeds Expectations	3.5-4
Fully Meets Expectations	2.5-3.4
Needs Development	1.5-2.4
Falls Below Expectations	1-1.4

Criteria For Pay Increase

- Have an average score of 3.0 or better on this evaluation
- Have no more than 3 shift call offs for the prior period
- Completed all required CAREGiver training classes (See Wage Sheet)
- Averaged 20+/hours of care each week
- No complaints or issues reported by the client, family member or another CAREGiver
- No consistent disciplinary actions (i.e. coaching, writeups, suspensions, missed clock-ins/outs)

Day 90 Performance Evaluation---Paid Time Off

If you score a 3.0 or Greater, you will be eligible for the following:

- Begin to earn PAID TIME OFF if you work an average minimum of 20 hrs per week
- You will accrue PTO at a rate of 1.66 hrs per paycheck to a total of 20 hrs per year
- You must work 20 hrs or more to accrue your paid time off for each pay period. In the event that you should drop below 20 hour per week, you will stop accruing PTO.
- You must give a 2 week advance written notice if you chose to use your paid time off
- If you do not meet this score on your 90-day performance evaluation, you will be placed on a Performance Improvement Plan and will receive a re-evaluation in 90 days

1 Year Performance Evaluation---Eligible for Insurance

If you score a 3.0 or Greater, you will be eligible for the following:

- Earn a \$0.25/hr MERIT INCREASE
- Offered Dental Insurance
- Offered Vision Insurance
- Offered Health Insurance (You must average 30 hrs per month to qualify for this benefit).
- In the event you drop below 20 hours per week, you will become ineligible for ALL insurance benefits.
- If you do not meet this score on your annual performance evaluation, you will be placed on a Performance Improvement Plan and will receive a re-evaluation in 90 days.

2 Year Performance Evaluation

If you score a 3.0 or Greater, you will be eligible for the following:

- Earn a \$0.25/hr MERIT INCREASE
- If you do not meet this score on your annual performance evaluation, you will be placed on a Performance Improvement Plan and will receive a re-evaluation in 90 days

Annual Performance Evaluation

- If you do not meet the score of 3.0 or better on your annual performance evaluation, you will be placed on a Performance Improvement Plan and will receive a re-evaluation in 90 days.

Payday will be on the 10th and the 25th of each month. The pay periods are the 1st through the 15th and the 16th through the end of the month. You are paid on the 25th for the pay period of the 1st - 15th and you are paid on the 10th for the pay period that begins on the 16th and ends on the last day of the month. If payday falls on Saturday, you are paid on the Friday before; if payday falls on Sunday, you are paid the following Monday. The amount of pay you receive will be the hourly rate of pay based on each ¼ hour. Hours should be rounded to the nearest ¼ hour and reported as such.

You may view your earning statement on line:

1. Go online to www.payplus4hisc.com
2. Click on the white icon on the left side (it will say ESS Employee Self-Serve),
3. A User Name and Password screen will appear. Your User name is the first initial of our first name, followed by your full last name, and finally the last 4 digits of your Social Security Number.
4. You can click on current or previous paystubs. W-2's, and our employee profile to print.

Direct deposit is optional. Paychecks will be deposited directly into a bank of your choice. You must complete the direct deposit form prior to having your paycheck directly deposited; a voided check must be included or letter (on their letterhead) from your banking institute showing your routing and account number. Once submitted, the direct deposit will start with the first paycheck with no waiting period.

Paycheck stubs will be mailed to your home on the 8th and the 23rd. Failure to consistently not report your hours in a timely manner may result in corrective action up to and including suspension and/or dismissal.

Transportation

When driving or running errands for a client **ALL CAREGIVERS must maintain a valid driver's license and automobile insurance.** Proof of valid driver's license and automobile insurance must be provided to the office on an on-going basis. Personal auto policies vary from carrier to carrier. In the event you are in an accident while providing transportation or running errands, your own personal auto coverage will be primary.

When that limit is exhausted, the LA Homecare, LLC and/or Tangi Cares, LLC Non-Owned Policy will be secondary. You may contact your insurance agent to inquire more about Business Use exclusion. A good rule of thumb is that the insurance follows the vehicle. To understand the specifics on your auto policy, please check with your insurance agent.

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

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

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

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

Spending on the Client's Behalf

If your client sends you to make a purchase with any form of payment (credit card, cash, check), you must record the details of this transaction in the client binder. You should record the location of the purchase, the amount of the purchase, and the form of payment used. The receipt for this transaction should also be kept and stored in a location of the client's discretion.

Miscellaneous Expenses

Any additional miscellaneous expenses incurred during the course of a shift must be approved by the client in advance and must be reported to the office immediately (i.e. client sends you to the store to pick up a few items and gives you \$10.00, when you finish checking out the bill comes to \$12.50 so you pay \$2.50 out of your pocket). If the client does not reimburse you, mail or drop off the receipt at the office to be reimbursed. Report the miscellaneous expense to the office when you report your hours

for that shift. The Company will reimburse you for the miscellaneous expense on your next paycheck and bill the client.

Emergency Responsibilities

In the event of an emergency or natural disaster, your safety needs and those of the client are your top priority. You are responsible for the client, so remain with them at all times, 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 you are in an unsafe situation or you or the client is injured, call “911,” and notify your supervisor as soon as possible.

Training Requirements

Before being assigned to a client, all CAREGivers are required to complete orientation and initial training consisting of three training sessions: “The Aging Process”, “Safe Client, Safe CAREGiver” and “Building Relationships”. You will be paid for these hours of training once you have completed your first assigned/completed shift.

After completing our initial training class, you will be required to complete within 30 days of hire the award winning Alzheimer’s disease and Other Dementia CARE: Changing Aging Through Research and Education Training Program. 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 dismissal. New CAREGivers will be paid for this training once completion of training, clear criminal background and have worked your first assigned shift.

You will be required/receive 16 hrs continuing education each year. This is mandatory and is paid.

CAREGiver Meetings

CAREGiver meetings are held once per quarter. These meetings are part of your on-going training program. ***CAREGivers are expected to attend all CAREGiver Quarterly meeting UNLESS on a shift during the time of the meeting. You will be paid for this on-site training.***

Scheduling, Availability

You are required to update the Company when your availability changes with a minimum of 2 week notice.

Time off and availability adjustments need to be submitted on or before the following dates, to be considered:

- 1st of the month (for work period 16th-last day of the current month)
- 15th of the month (for work period 1st-15th of the following month)

We will contact you regarding clients based on the most current information we have on file for you. Your schedule will be created with your availability, preferences, and best matches in mind. If you are already in on-going visits with a client, we will make every effort to keep you in these visits. Any changes to your available days, times and preferred duties, must be submitted in writing at the office prior to when deadline for changes stated above. If your availability changes without notice, you may be subject to disciplinary action.

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 on a monthly basis. Because of the nature of our business, the Company cannot guarantee you any amount 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.***

Paid Time Off (PTO)

- **Eligibility** – As part of our new Tenure/Performance wage structure, new caregivers will become eligible when she/he reaches 90 days of employment, averaged at least 20 hours per week of work during the 90 days and successfully passed their 90-day Performance Evaluation.
- **Amount of Leave** – Caregivers will accrue at the same rate as our administrative staff of 1.66 hours per pay period, and cannot accrue, or use, more than 20 hours of PTO per year. PTO starts accruing on 91st day of employment or January 1st, 2018 for all caregivers, whichever comes later. The anniversary year for calculation will effectively start and/or reset on January 1st of the following year.
- **Leave usage** – Caregivers may use PTO as accrued. PTO must be charged in blocks of no less than one hour.
- **Carryover** – Caregivers may carry over up to a total of 20 hours of unused PTO to the next calendar year but can still only take a maximum of 20 hours of time each anniversary year. For example, if a Caregiver accrues 20 hours of earned PTO in Year 1 and do not use any of the accrued time, she/he may carryover the 20 hours of accrued, unused PTO to Year 2. She/he then can accrue 20 more hours in Year 2 (for a maximum of 40 hours). If, at the end of Year 2, she/he has 40 hours of unused PTO, she/he may only carry forward 20 of those hours into Year 3. Regardless of how many hours accrued from previous years, Caregivers may only use 20 hours of earned PTO in a year.
- **Permitted Uses** - You may use earned PTO for the following purposes:
 1. An employee's mental or physical illness, injury, or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; an employee's need for preventive medical care;
 2. Care of a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; care of a family member who needs preventive medical care;
 3. Closure of the employee's place of business by order of a public official due to a public health emergency or an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency;
 4. Care for oneself or a family member when it has been determined by the appropriate health authorities or by a health care provider that the employee's or family member's presence in the community may jeopardize the health of others because of exposure to a communicable disease regardless of whether the employee or family member has contracted the communicable disease.
 5. Absence due to domestic violence, sexual violence, abuse, or stalking of the employee or the employee's family member to seek the following:
 - Medical attention

- Services from a domestic violence or sexual violence program or victim services organization;
 - Psychological or other counseling;
 - Relocation or taking steps to secure an existing home; or
 - Legal services.
6. Vacation, that's right, Vacation! *Usage of PTO for vacation time must be accompanied with a 2 week notice to the scheduling department for use in this manner.*
- **Advanced Notice** – Caregivers must make a good faith effort to notify Employer before taking foreseeable PTO and state the expected duration of the leave. In seeking such leave, he/she must also make a reasonable effort to schedule the use of PTO in a manner that does not unduly disrupt the operations of Employer. *Usage of PTO for vacation time must be accompanied with a 2 week notice to the scheduling department for use in this manner.* Requests for leave should be submitted to the Human Resource Department for processing or can be made orally, in writing, or electronically. Time Off request may be declined.
 - **Documentation** - Caregivers requesting PTO for three or more consecutive workdays may be asked to provide acceptable documentation demonstrating the PTO is being used in accordance with the permitted uses above. Reasonable documentation includes signed documentation by a health care professional indicating leave is necessary. Please call the office to determine other acceptable forms of documentation.
 - **Separation from employment** - Upon separation from Employer for any reason, Caregivers are not entitled to be paid any accrued and unused PTO. If a Caregiver leaves and is then rehired within 9 months separation from employment, all accrued PTO is reinstated.

Requesting Time Off

Flexibility is one of the many benefits of being a CAREGiver. **We do, however require you to contact the office 2 weeks in advance when you are unavailable for shifts to which you have been previously assigned.** We require at least two week's advance notice if you will not be available for a scheduled shift. This allows us to find a suitable replacement, and to contact the client. If you request more than two weeks off, you are required to submit your request in writing. **You must request vacation time at least two weeks in advance even if you aren't scheduled with a regular client. All requests for time off will be considered in order to meet the needs of our clients, and require supervisor approval.**

Sick Leave

The Company provides no paid sick leave. You must inform the Company in advance of any leave you need for recovery from illness or injury. **Cancellation of shifts must be done in extreme circumstances only, and as much notice as possible should be given to the Company.** Repeated shift cancellations may result in corrective action up to and including termination of employment. **A doctor's excuse may be required prior to returning to work.**

Health Insurance Benefits

New CAREGiver will be eligible for Health, Dental and Vision Insurance upon completion of 12 months of employment and you must maintain 130 hrs per month which averages to approximately 30hrs/wk. The HR Department will notify you when you are eligible.

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.

Holidays

Hours or shifts worked on one of the major holidays recognized by the Company will be compensated at time and one half. All shifts beginning on a holiday will be paid at the holiday rate.

The major holidays recognized include: New Year's Eve, New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day. There is no pay for holidays not worked. If your shift falls on a holiday you will be responsible to work that holiday.

Leaves of Absence

All CAREGivers who meet eligibility requirements are eligible to request a leave of absence. All requests will be reviewed and approved on a case-by-case basis. CAREGivers may request a leave of absence from their position due to disability, family medical situations, or military service. The Company complies with all federal and state laws pertaining to protected leaves of absence.

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

Human Resources will work with CAREGIVERS and their managers to coordinate any approved leave of absence and extended leaves. A CAREGiver should request a leave of absence in writing and submit it to the HR Manager as soon as possible.

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

Family or Medical Leave

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

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

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
2. Because of the placement of a son or daughter with the employee for adoption or foster care.
3. In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
4. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

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

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.

Service member Family Leave – Additional leave time may be provided for the spouse, son, daughter, parent, or next of kin of an injured or ill “covered Service member” 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 Service member or covered veteran may be entitled to a total of 26 workweeks of leave during a 12-month period to care for the injured or ill Service member or veteran. Leave to care for an injured or ill covered Service member or veteran, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period.

For Service member 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. (Continued on next page)

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

In the case of military “qualifying exigency” leave or Service member 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.

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.

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.

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.

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. (Continued on next page)

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 full 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 other than honourable conditions. For more information regarding military leave or USERRA, please contact the General Manager.

Company Property

Employees must return all Company property in their possession or control immediately at the conclusion of their employment with LA Homecare, LLC and/or Tangi Cares, LLC or at the request of the Company’s management. This includes, but is not limited to, any and all copies of the Employee Guide, name tag, keys, tools, equipment, phones, manuals, databases, client lists, employee rosters, any passwords used with Company information systems or property, and other confidential and proprietary information employees have received or to which they have had access.

Computers and other equipment provided to employees by LA Homecare, LLC and/or Tangi Cares, LLC are the property of LA Homecare, LLC and/or Tangi Cares, LLC and must be returned at the end of employment or upon request.

Performance Reviews

A performance review is intended to document and maintain a high-level of performance by providing a means of determining an employee’s effectiveness, identifying areas where an employee may benefit from specific training and recognizing the quality of service the employee provides.

Our “Union Free” Philosophy

LA Homecare, LLC and/or Tangi Cares, LLC prefers to deal with people directly, rather than through a representative or labor union. Our policies and programs are specifically designed to meet the needs of employees by providing a positive environment where each employee enjoys the maximum opportunity for open communication, conflict resolution, and job satisfaction.

Considerable thought and commitment have gone into the development of our style of management. Employees deal directly with management on all issues here with complete freedom to think and speak for themselves, and are rewarded for their individual merit and achievements. We believe we treat our employees respectfully and fairly, and we do so without the threat of strikes, arguments, or artificially created tensions which often result when outside representation is involved.

Simply put, our philosophy has always been that we will respect our employees' wishes, whatever they may be, but we do not feel that a union is necessary at LA Homecare, LLC and/or Tangi Cares, LLC.

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.

Employee Separation

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.

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.

CAREGiver complaints will be handled in a fair and equitable manner. Investigation, mediation, counseling, retraining, rescheduling and possibly even dismissal will be used to resolve the matter.

CAREGIVER ABUSE AND NEGLECT

I acknowledge that I have received Emergency Training through Home Instead's caregiver training program. Basic 1st Aid actions have been reviewed but I understand that I am not a medical provider and I am to call 911 for all medical emergencies. I should be prepared to check for a pulse and breathing. I am approved to do a chin tilt, rescue breathing, and apply pressure to bleeding sites until emergency medical help arrives. I am to report any change in my client's health, cognition or functional status to the Home Instead office.

I acknowledge that I have received Hospice Training and I am aware that I am to call the Hospice Agency instead of 911 for any decline in medical condition of clients that are receiving Hospice Services. The Hospice representative will instruct me as to if 911 is to be called.

I acknowledge that I have received a copy of the Home Instead Elderly Abuse Neglect Education form that was presented in my training session upon hire. I am aware that abuse and neglect comes in many different forms and I am required by Louisiana Law and Home Instead to report suspicion of Abuse and Neglect. Home Instead's administrative team will investigate the report of Abuse and Neglect and make a report to the appropriate authorities. At any point, I am encouraged to report the suspicion of Abuse and/or Neglect to the Office of Elderly Protective Services by calling the following number 1-866-552-4464.

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. If a client requests cleaning of drapes, blinds, 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.
- We can provide a safe bathing environment and assist the client to and from the bath area if needed and any required bathing assistance.
- We provide dressing assistance if needed. You may assist getting socks and shoes on, and assist pulling up slacks or buttoning blouses, or any additional assistance they may need.
- We provide medication reminders and monitor that medications are taken. No injections may be given or other medical procedures performed.
- We can assist the client to and from the bathroom and to stabilize them while they are using the bathroom. **You can provide peri-care, or perform personal hygiene cleaning.**
- Protection from bodily fluids is a primary concern for everyone's safety. Gloves should be used when contamination is inevitable.
- **No massages are to be given.** This is for trained personnel only.
- **If the client wants you to have a key to their home, you must let the office know.** We will let the clients know that we are unable to have access to their key but suggest a lockbox.
- **If the client wishes to give you anything including money, gifts, or discarded items, you must first notify the office.** We will provide a Gift Form for you and the client to complete. The Gift Forms are for your protection to ensure that both parties agree to this transaction.
- **Smoking is discouraged at any time during your scheduled shift.** We want your full attention to be with a client during those times you are scheduled with them.
- **We are not allowed to rake leaves, trim branches, mow lawns or 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.** Clients may provide meals on an invitational basis, but should not be expected. All CAREGiver meals in a community is at the expense of the CAREGiver. Meals are provided by clients on Live In assignments. Please bring favorite snacks and any dietary preferences to your live in assignment
- **No children, spouse, relative, friend, and other visitors, or pet are allowed to go to your assignments. THIS IS GROUNDS FOR TERMINATION!**

Actions Constituting Termination

Examples include but are not limited to the following:

- Theft of property from a client's home or the Company.
- Intentionally misusing or damaging client/Company property.
- Abuse or neglect of the client (verbal, physical, emotional).
- Theft of hours called in and not worked.
- More than 3 short notices that you can't work a shift in a 6 month period.
- Abandonment: leaving during your shift without **Company** approval.
- Falsifying company records, including the Client Journal.
- Reporting under the influence of drugs/alcohol.
- Violating client confidentiality.
- Not calling or showing up for an accepted shift.
- Visits from family members/friends/children while providing service to the client.
- Visiting clients when not on assigned scheduled shift, without **Company** approval.
- Accepting money or gifts from client without proper gift form documentation from the office.
- Conducting personal conversations, texting, and emailing on your cell phone while driving your client.

CAREGiver Policies Acknowledgment Form

I acknowledge I have received a copy of the CAREGiver Handbook of LA Homecare, LLC and/or Tangi Cares, LLC d.b.a. independently owned and operated Home Instead franchises (the “Company”), outlining the Company’s policies, benefits, and employee responsibilities. I further acknowledge I have reviewed and received a copy of the following policies included herein:

- ___ CAREGiver Job Description (page 3)
- ___ Drug and Alcohol Policy (page 6)
- ___ CAREGiver Confidentiality (page 8)
- ___ Blogging and Social Media (page 13)
- ___ Abuse and Neglect (page 29)

I understand I am responsible for reviewing the information contained herein and will seek clarification or verification where necessary. I also 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.

I understand that:

- Because of the nature of the business, no amount of work can be guaranteed.
- I must maintain contact on a regular basis during the period of time when I am not working.
- If I fail to contact the Company every 30 days following an assignment, I will have been considered to have voluntarily resigned my position.
- If during any 30 day period, I refuse suitable work three or more times, I will have been considered to have voluntarily resigned my position.

I understand that I must maintain client confidentiality at all times. I agree that I must protect the privacy of my client’s information including personal health information at all times.

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 a CAREGiver’s 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 and agree that I am employed by the Company and that Home Instead, Inc. is not my employer.

CAREGiver Signature

Date

Company Representative Signature

Date