



Caregiver Handbook

Updated as of February 2024

Welcome!

This handbook includes important information you need to get started on the job. Information includes many of FreedomCare's policies, procedures, and guidelines you will be expected to adhere to. Please reach out to your Consumer's Care Coordinator at FreedomCare for questions about a policy or about the information in this handbook.

This caregiver handbook replaces and supersedes all previous handbooks issued by FreedomCare. The information in this employee handbook and human resources policies may be updated as needed. FreedomCare will communicate changes as appropriate. Statutory requirements, human resources policies, and any applicable collective bargaining agreements may supersede some of the contents of this handbook.

For the purposes of this handbook, the **employee and personal assistant** refers to you, the caregiver. The **Consumer and patient** refer to the person you are providing care to.

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Introduction

OVERVIEW AND EXPECTATIONS

Congratulations and welcome to FreedomCare. Consumer and employee satisfaction is woven into the very fabric of our company. We are grateful that you have chosen to work with a Consumer who has selected FreedomCare as his or her Fiscal Intermediary. We will work hard to earn your trust through teamwork, mutual respect, and dignity. We provide fiscal intermediary services to Consumers in the Consumer Directed Personal Assistance Program. We promote by enabling Consumers to choose their own Personal Assistant and take charge of their own Personal Assistants' hiring, firing, training, and scheduling.

OUR PHILOSOPHY

We believe the work that we do is a privilege. Every day we help people become healthier, feel stronger, and maintain their ability to enjoy their families, friends and favorite activities. This is why you are so valued and your success is important to us. Therefore, FreedomCare has a desire to:

- Treat you with dignity and respect
- Help you to be successful in your job
- Provide a safe work environment
- Recognize and reward contributions you make to the company
- Acknowledge that you are a critical resource for the Consumer(s) you service
- Encourage you to bring ideas, concerns, and problems to your Consumer
- Offer opportunities for career growth through education and promotion.

EQUAL EMPLOYMENT OPPORTUNITY

FreedomCare is an equal opportunity employer, providing equal employment opportunity to all applicants and employees without regard to race, color, creed, religion, gender, marital status, sexual preference or orientation, gender identity, national origin, age, protected veteran status, disability or any other protected status, in accordance with applicable federal, state and local laws.

Qualified individuals with disabilities under the American Disabilities Act, or similar State Laws, will be afforded reasonable accommodations that allow them to perform the essential functions of their job.

Equal opportunity has been and continues to be both policy and practice at and applies to every aspect of the employment relationship. If you ever feel that this policy is not being followed, you should immediately discuss it with the Consumer.

CUSTOMER SERVICE STANDARDS

As a service organization, FreedomCare's standards of service focus on all Consumers, their Designated Representative, Personal Assistants, and their families. We expect that these standards will become an integral part of your daily work for the Consumer.

Introduction

Our Mission: We are driven to return disabled and elderly people's independence to them and give family members of disabled people their peace of mind back. We strive to empower people to take charge of their own lives. How? By inspiring every employee to treat everyone with warmth and respect. We aim to earn the trust of the people we serve by being the most systematized, reliable, genuine, compassionate, and professional CDPAP agency in New York State.

Belief: People have a fundamental human right to be taken care of by those they are familiar with, trust, and who genuinely care about them.

Our Goals: Elderly & disabled people are not merely children to be babysat by aides, but masters of their own destiny; Middle-aged children do not have to worry about leaving their elderly parents because they can retire early to care for them; Parents of adult disabled children are not forced to work outside the home where they would worry about the aides with whom they left their children; There is a new normal in which, for the rest of their lives, elderly and disabled people are cared for by family, friends, or loved ones; Traditional homecare will become merely a backup option for people who have no one else to care for them.

CONSUMER RIGHTS

Each Consumer has the right to be free from verbal, sexual, physical and mental abuse, corporal punishment and involuntary seclusion. Each Consumer must be treated with consideration and respect in full recognition of his or her dignity.

Your behavior must reflect your belief in these Consumer rights. Failure to observe these rights will result in disciplinary action, up to and including termination.

You are required to immediately report all alleged violations involving mistreatment, neglect or abuse, including misappropriation of Consumer property and injuries of unknown source, to the Consumer's Coordinator or other management representative in accordance with federal and state laws.

Getting Started on the Job

EMPLOYMENT CLASSIFICATION

You are a non-exempt employee, which means you are paid on an hourly basis and are subject to the overtime provisions of the Fair Labor Standards Act.

EMPLOYMENT DOCUMENTS

The company complies with the Immigration Reform and Control Act of 1986 by completing the I-9 form (in conjunction with the new employee) and hires only individuals authorized to work in the United States.

During your employment, you will need to update your I-9 form if the following event applies to you:

- Expiration of work authorization

Please contact your Consumer's Coordinator if you have any questions.

Please note that this Caregiver Handbook is subject in all respects to the Personal Assistant Application, Personal Assistant Compliance Acknowledgements, and Personal Assistant Agreement and Acknowledgements which you have signed.

DRESS AND APPEARANCE

It is important that you present a neat and proper appearance to the Consumer you service. A well-groomed employee immediately creates a favorable impression of the services we perform. Clothing should be clean, neat, and safe to wear in the workplace and up to Consumer's discretion

The dress code should be adhered to at all times for all employees. Employees engaged in care may be required to wear specific uniforms at the election of the Consumer. Your Consumer will speak with you regarding any special dress requirements.

Tattoos — Tattoos or body markings that are visible and considered offensive, immoral or unprofessional according to your Consumer must be covered.

Personal hygiene — It is important that you attend to your personal hygiene, cleanliness and odor. The use of cosmetics and perfume should be moderate.

WORK SCHEDULES

Work schedules are determined by the Consumer you service. Accordingly, your Consumer will inform you of your schedule as well as your meal and break periods.

If there is a business necessity to change your schedule, your Consumer will give you as much notice as possible.

REST AND MEAL PERIODS

It is important for you to take a break from work so you can approach your job refreshed. Therefore, rest breaks may be scheduled for you.

Your Consumer is responsible for scheduling your rest and meal breaks; therefore, be sure to receive approval before taking any breaks.

ATTENDANCE

Getting Started on the Job

Your Consumer counts on you and your regular attendance during work hours. Unsatisfactory attendance, reporting late and/or leaving work early may result in disciplinary action, up to and including termination.

An absence is defined as the failure to work one or more scheduled shifts as defined by the Consumer. Each scheduled shift counts as one (1) absence, regardless if they are consecutive.

The following situations will not be considered absences:

- Inpatient/outpatient hospitalization with licensed doctor documentation of the need to be off work.
- Emergency Room visits resulting in hospitalizations.
- Bereavement Leave (for immediate family member defined by *HR-803*).
- Approved Leaves of Absence (personal, medical, military, FML, and any other leaves required by state or federal law).
- Jury Duty (summons presented in advance).
- Time off requested in advance and pre-approved in writing by the Consumer.

It is your responsibility to arrive on time, be ready for work when you are scheduled, and perform your job duties for your entire shift. We recognize that it may be necessary to be absent from work occasionally. If you are going to arrive late, be absent, or leave early, you must:

1. Personally notify your Consumer, at least two hours prior to the start of your shift if you are sick, and at least two (2) weeks in advance if you need to take time off, whether or not it is paid time off, for personal reasons. You must speak to a Consumer directly. Voicemail messages are not acceptable. Failure to speak directly to the Consumer will result in the employee who attempted the "call off" being considered a No-Call-No-Show.
2. Promptly and fully inform the Consumer of the reason for, and expected length of, the absence and follow the appropriate guidelines for use of paid time off.

Excessive tardiness is generally defined as five or more late entry to shifts per anniversary year. Violations of time and attendance standards will lead to discipline up to and including termination.

LOST AND FOUND

FreedomCare cannot be responsible for your personal property that is lost, damaged or stolen on the Consumer's premises.

HEALTH PLAN ELIGIBILITY AND ENROLLMENT

FreedomCare is committed to providing affordable benefits for employees and their families. The Patient Protection and Affordable Care Act (ACA), also known as healthcare reform law, requires individuals to have medical coverage or pay a penalty, and employers to offer reasonable “minimum essential coverage” to full-time employees working 30 or more hours per week and their biological children. For detailed information on our benefits, please go to: <https://www.freedomcareny.com/en/caregiver-benefits>.

Health Plan eligibility is determined by wage parity and non-wage parity (where you work and how many hours you are paid for working). For more details, email wellness@freedomcareny.com.

Mid-Year Changes in Benefits Eligibility

Enrollment elections and changes are allowed after the enrollment period only if you have a qualifying life event or special enrollment event.

Eligibility for employee benefits can change due to the reclassification. If you would like to maintain your current classification and eligibility for benefits, you can talk with your Consumer about your work schedule.

ENROLLMENT DEADLINE AND DEPENDENT VERIFICATION

The health benefit plan is provided to eligible Caregivers by FreedomCare in lieu of New York City Homecare Workers Wage Parity Additional Wages and Supplemental Wages, as part of its responsibility as a CDPAP fiscal intermediary. All Caregivers with wage parity accruals during a given month will be automatically enrolled in a health benefit plan for that month. The benefit plan consists of nine (9) benefit tiers. The benefit tier that you receive will depend on the amount of net wage parity accruals during each month. We will reassess your enrollment each month.

If you do not have enough wage parity accruals during a given month, you may opt into the health plan if you work at least 130 hours or more per month. If you do not have wage parity accruals and you want to sign up for health insurance, you need to complete the Group Benefit Enrollment form within 90 days of your first day of work. You may also add your dependents during this time. You will start receiving health insurance 90 days after your first day of work.

If you miss your initial enrollment opportunity, your next enrollment opportunity will be during the next annual Open Enrollment unless you have a Qualifying Life Event (loss of health coverage, change in household, change in residence, or become a US citizen). When you experience a Qualifying Life Event, contact your FreedomCare Coordinator right away. For more information on Qualifying Life Events, go to: <https://www.healthcare.gov/glossary/qualifying-life-event/>.

PAID TIME OFF

You accrue one hour of sick time for every 30 hours worked, and you can get up to 56 hours per year. You

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may begin using sick leave 120 days after your first day of employment. You may use a maximum of 56 hours of sick time per year. For questions about sick time, please contact the Consumer's Coordinator.

New York Paid Sick Leave Policy

This Paid Sick Leave Policy applies to all Freedom Care employees who work in New York State.

Accrual of Sick Leave

The Company uses a calendar year basis for Paid Sick Leave under this Policy. Each employee will accrue one (1) hour of Paid Sick Leave for every thirty (30) hours he or she actually works, up to a maximum accrual of fifty-six (56) hours of Paid Sick Leave in a calendar year. Once an employee has accrued fifty-six (56) hours of Paid Sick Leave in a calendar year, that employee will not be eligible to accrue any more Paid Sick Leave in that year.

Use of Sick Leave

Covered employees can use up to fifty-six (56) hours of accrued Paid Sick Leave per year for only the following reasons:

- a. Mental or physical illness, injury, or health condition of an employee or his or her family member, without regard to whether the illness, injury, or health condition has been diagnosed or requires medical care at the time leave is requested;
- b. Diagnosis, care, or treatment (including obtaining medical diagnosis or preventative care) of a mental or physical illness, injury, or health condition of an employee or his or her family member;
- c. An employee or his or her family member has been the victim of domestic violence, a family offense, a sexual offense, stalking, or human trafficking, and the employee or the employee's family member needs:
 - i. to obtain services from a domestic violence shelter, rape crisis center, or other services program
 - ii. to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or the employee's family members;
 - iii. to meet with an attorney or other social services provider to obtain information and advice on, and prepare for, participate in, or attend any criminal or civil proceeding;
 - iv. to file a complaint or domestic incident report with law enforcement;
 - v. to meet with a district attorney's office;
 - vi. to enroll children in a new school; or
 - vii. to take any other actions necessary to ensure the health or safety of the employee or the employee's family member or to protect those who associate or work with the employee; and
- d. Due to the closure of an employee's place of business arising from a declared public health emergency or the employee's need to care for a child whose school or childcare provider has been closed due to a declared public health emergency.

For purposes of this policy: (a) "family member" means an employee's child, spouse (current or former), domestic partner (current or former), parent, sibling, grandchild or grandparent, the child or parent of an employee's spouse or domestic partner, any individual related by blood to the employee, and any other individual whose close association with the employee is the equivalent of a family relationship; (b) "parent" means a biological, foster, step- or adoptive parent, or a legal guardian of an employee, or a person who stood in loco parentis when the employee was a minor child; (c) "child" means a biological, adopted or foster child, a legal ward, or a child of an employee standing in loco parentis; and (d) "sibling" means a full, half, adopted, or step sibling.

Paid Sick Leave time cannot be used in increments of less than four hours, or the scheduled duration of the shift, whichever is less. If an employee uses more than 4 hours of Paid Sick Leave in a day, further use of Paid Sick Leave that

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day must be in increments of thirty (30) minutes, and such increments must start on the hour or half-hour.

Unless an employee's employment was or would have been terminated for reasons unrelated to the Paid Sick Leave (e.g., reorganization, lay off, reduction in force, etc.) or where applicable law provides otherwise, Freedom Care will restore an employee returning from Paid Sick Leave to the position he or she held prior to the Paid Sick Leave, with the same pay and other terms and conditions of employment.

Payment for Paid Sick Leave

Employees who use Paid Sick Leave will be paid their normal rate for the leave time. Employees who are paid at more than one rate of pay will be paid at the weighted average of those rates for use of accrued sick leave. Neither rate will ever be less than the applicable minimum wage. Paid Sick Leave will not count as hours worked for purposes of determining whether overtime is owed.

Employees will be paid for Paid Sick Leave no later than the regular payday for the payroll period in which the Paid Sick Leave was used, except that where documentation is required for absences of more than three (3) consecutive workdays, payment will not be issued until after the employee has submitted any required documentation (see "Documentation" below). Freedom Care may choose to fund all or part of Paid Sick Leave through contributions to a trust.

Requesting Use of Paid Sick Leave

Where the need for Paid Sick Leave is foreseeable (e.g., for pre-scheduled appointments), an employee should provide Freedom Care with at least seven (7) days advance notice. Where the need for Paid Sick Leave is not foreseeable (e.g., for emergencies or sudden unexpected conditions), an employee should provide Freedom Care with notice of the need for leave as soon as practicable under the circumstances. At a minimum in either case, notice should be provided to Freedom Care in advance of the shift time against which the employee is requesting to use the Paid Sick Time. To give notice of the need to use Paid Sick Time, employees should contact their his/her coordinator or submit an electronic request. Failure to give proper notice may result in delay or denial of the leave or disciplinary action.

Documentation

When an employee uses Paid Sick Leave for more than three (3) consecutive and previously scheduled workdays or shifts, Freedom Care may require the employee to provide it with (a) an attestation from a licensed medical provider supporting the existence of a need for Paid Sick Leave, the amount of leave needed, and a date that the employee may return to work, or (b) an attestation from the employee of his or her eligibility for Paid Sick Leave. If Freedom Care requires an attestation, it will bear the cost associated with obtaining medical or other verification of eligibility for use of leave. The attestation should not explain the nature of the illness, its prognosis, treatment, or other related information, or details related to domestic violence, sexual offense, family offense, human trafficking, or stalking that necessitates the use of Paid Sick Leave.

Employees may also be required to submit medical documentation where such documentation is otherwise required or permitted by law. Where requested, this documentation may be necessary for the employee to access other benefits or return to work, but will not impact the employee's receipt of pay for Paid Sick Leave unless the documentation is required per the immediately preceding paragraph. Similarly, additional documentation may be required where Paid Sick Leave is used for an absence that is covered under other laws that have independent documentation requirements (e.g., the New York Paid Family Leave Law, the Americans with Disabilities Act).

Freedom Care also reserves the right to require a signed verification that an employee used Paid Sick Leave for a permissible purpose. A copy of the verification form required for this purpose is attached at **Addendum A**.

Freedom Care will maintain the confidentiality of information about an employee and an employee's family member obtained solely because of the employee's use of Paid Sick Leave, unless the employee consents in writing to disclosure of such information or the disclosure is required or authorized by law.

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Carryover

Accrued and unused Paid Sick Leave will carry over from year to year to the extent required by applicable law, but notwithstanding anything to the contrary, no employee may use more than fifty-six (56) hours of Paid Sick Leave in any calendar year.

Disposition of Accrued Sick Leave upon End of Employment

Any accrued Paid Sick Leave time which is unused as of an employee's termination date (regardless of whether the termination is with or without cause, reason, or notice) **is forfeited and not paid out under any circumstance.**

Disciplinary Matters

Freedom Care prohibits discrimination or retaliation against an employee because he or she used Paid Sick Leave or otherwise exercised rights protected under law (this includes adverse action that penalizes employees for, or is reasonably likely to deter employees from, exercising or attempting to exercise their rights under the law). Employees who use Paid Sick Leave for impermissible reasons, abuse Paid Sick Leave, or are dishonest or make a misrepresentation to Freedom Care in connection with use of Paid Sick Leave, however, will be subject to appropriate disciplinary action, up to and including termination of employment.

Further Information

Employees wanting further information regarding this policy should consult with their supervisor or the Wellness Department. An employee may also contact the Wellness Department to request a summary of the amounts of Paid Sick Leave accrued and used by him or her during the current or prior years.

This policy is intended to implement the New York State Sick Leave Law, the New York City Paid Safe and Sick Leave Law, and any similar applicable law. To the extent this policy is inconsistent therewith, the applicable law will govern.

Employees may also refer to the NYC Notice of Employee Rights describing certain aspects of this benefit, which is attached as **Addendum B**.

LEAVES OF ABSENCE

If you have works for at least three months, you may request a leave of absence without pay for personal or medical reasons.

If you wish to continue your insurance benefits during a leave of absence, you may do so only if you elect COBRA and adhere to the plan's requirements. Total Plan Concepts, available at 877-435-2063, will advise you of the cost of continuing each benefit plan. As long as you return to work within 12 weeks after your last day worked, your coverage will be reinstated on the first day of the month following return to work date. The plan will meet FMLA guidelines, as described later in this document.

Family and Medical Leave (FML)

You may request family and medical leave (FML) of up to 12 weeks per 12-month rolling period for any of these reasons:

- for incapacity due to pregnancy, prenatal medical care or childbirth;
- to care for your child after birth, or placement for adoption or foster care;
- to care for your spouse, son or daughter, or parent, who has a serious health condition;
or
- for a serious health condition that makes you unable to perform the your job; or
- any qualifying exigency arising out of the fact that your spouse, or your child, or parent is on active

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duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation; or

- to care for a covered service member who has a serious injury or illness incurred in the line of duty on active duty.

FML is unpaid leave; however, you will be required to use any available paid sick time that you have accrued while on leave of absence.

To be able to use FML, you must have been employed for at least 12 months and worked at least 1,250 hours during the preceding 12-month period, unless state law requires otherwise. Foreseeable requests for FML should be made 30 days in advance or if unforeseeable, as soon as practicable.

You may continue health, dental and vision coverage while on FML if you elect in COBRA.

You must provide proper notification of your intent to return from FML to your Consumer at least one

week prior to your planned return to work from FML. You will be placed in the same position prior to your leave with equivalent duties, shift, pay, benefits, and other terms and conditions of employment. You must provide a licensed doctor's note to FreedomCare saying that you are medically cleared to work again.

If you are on FML, you should not be asked or permitted to do work unless it is requested or performed on a brief, occasional basis for institutional information or is needed as a professional courtesy around a customer or client relationship. You should immediately report any issues regarding being asked to work while on FML.

Military Family Leave Entitlements Under FMLA

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Non-FML Medical Leave

You may be granted a medical leave if you are unable to work due to illness or injury, whether work-related or not, in 30-day increments of time for a period of up to sixty (60) days.

You must notify your Consumer in writing as soon as you are aware that a non-FML medical leave will be necessary. You must also provide a doctor's statement and information as to when you will begin your leave and the approximate total length of the leave.

You must notify your Consumer at least 1 week prior to your expected date to return to work. An attempt

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will be made to place you in the position you held prior to going on leave. If not available, you may be offered an available position similar to the one you held before going on leave and for which you are qualified or you may be separated with eligibility for re-hire.

Personal Leave

An unpaid personal leave may be granted for compelling personal reasons, and you must have the written approval of your Consumer. A personal leave cannot exceed 30 days.

Upon your return, your Consumer may attempt to place you in the same position held prior to your leave. If not feasible, you may be separated with eligibility for re-hire.

Military Leave

Military leave is available the first day of employment. A military leave will be granted in accordance with federal law for related duty. When you return to work, you may be placed in an escalated position, the same position, or one comparable to the one you held prior to your leave as provided by federal and state law.

Americans with Disabilities Act (ADA) Leave

A leave may be available without a waiting period and before or after other leaves in accordance with the company's policies as an accommodation pursuant to the Americans with Disabilities Act (ADA) or State disability laws.

NYS Paid Family Leave

Starting January 1, 2018, pursuant to the New York State Paid Family Leave Program, you will be entitled to job-protected, paid leave to bond with a new child, care for a loved one with a serious health condition, or help relieve family pressures when someone is called to active military service. If you have a regular schedule of 20 or more hours per week, you are eligible after 26 weeks of employment. Or if you have a regular schedule of less than 20 hours per week, you are eligible after 175 days worked. If you have a foreseeable situation, you must notify your Consumer and FreedomCare at least 30 days before you need to go on leave. If the event is not foreseeable, you must give notice as quickly as possible.

Code of Conduct and Business Ethics

UNEMPLOYMENT BENEFITS

If your case is On Hold or if you are no longer working as a caregiver for FreedomCare, you may call the NYS Department of Labor at 888-209-8124 to see if you qualify for unemployment benefits. Their hours of operation are Monday through Friday (8am - 5pm EST). You can also visit their website at: <https://on.ny.gov/2POJdQG>.

And you may view the NYS DOL Unemployment Benefits Guide here: <https://labor.ny.gov/formsdocs/ui/TC318.3e.pdf>.

STANDARDS OF CONDUCT

FreedomCare is committed to providing a work environment that is free of harassment and other unlawful discrimination. Therefore, we maintain very strict policies covering ethics, equal employment opportunity, behavioral standards, harassment, dating relationships, employment of relatives, the Corporate Integrity Agreement, confidential information and the use of the computer, Internet, e-mail and voicemail.

THREE-STEP COMMUNICATION PROCESS

The “Three-Step Communication Process” is your guide to handling compliance issues. If you have a compliance concern or simply want guidance regarding a compliance issue, you should use the Three-Step Process. You should also use the Three-Step Process to report suspected violations of federal or state laws, rules or regulations, as well as to report suspected violations of the Code of Conduct.

Most questions or issues can be, and should be, handled with your Consumer. Thus, the Three-Step Process has been designed to give those closest to you the opportunity to address matters as they arise. The process then allows for matters to be advanced as appropriate.

The Three-Step Communication Process

1. First, talk to your Consumer. He or she will be able to handle most matters.
2. If you are not comfortable talking with your Consumer (for example, if you are questioning your Consumer’s conduct), talk to your Consumer’s Coordinator at FreedomCare.
3. If you do not want to be identified, you can bring any compliance concerns to FreedomCare’s attention anonymously via their website: www.freedomcareny.com/report.

DEFICIT REDUCTION ACT OF 2005

What You Need to Know

In 2005, the Deficit Reduction Act (DRA) was signed to reduce annual government spending. One way the government hoped to do that was through stronger enforcement of the False Claims Act. As part of the Deficit Reduction Act (DRA), the government encourages states to enact a False Claims Act. The state Act must mirror the federal False Claims Act. Providing it meets certain requirements, the state may be eligible to receive additional money for claims settled against a company or individual. The DRA requires companies like FreedomCare to educate our employees about federal and state qui tam (whistle blowing) laws. Those laws protect employees who know of and want to report other employees and even their employers who submit a false claim.

Some states already have state False Claims Acts to prohibit and penalize companies that knowingly

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submit a false claim. Each state law has or will have different specific guidelines or laws. For more information about details of the law in a particular state, please contact the law department in New York.

Company and Employee Responsibility

FreedomCare believes that the claims we submit for payment will be just and accurate when we follow our policies and procedures and use the systems we have in place. If you have a concern regarding claims that are submitted for payment, you have many options to appropriately share your concern. The *qui tam* provisions of the False Claims Act do not require an individual to report concerns to their company before they file a suit. However, if you have a legitimate concern regarding submission of claims for payment, our company needs to know promptly. Knowing about a potential problem allows us to review the information, investigate, and clarify or correct the situation quickly and as appropriate. Our Code of Conduct requires all of us to share any concerns we have about how our company does business with a Consumer. Use the Three-Step Communication Process to ensure that any concerns you have are heard and acted upon. Just as our Code of Conduct has always protected you from any sort of retaliation or retribution for sharing your concerns, the civil False Claims Act also provides protection from retaliation for any employee who reports a legitimate concern.

ETHICS

As an employee, you are expected to adhere to ethical and professional standards of conduct in the performance of your duties.

- Act honestly and in good faith.
- Strive for excellence in the performance of your duties.
- Observe all laws and regulations governing the company's business.
- Use company property only for legitimate and ethical business purposes.

Protocols for Behavior

BEHAVIORAL STANDARDS

The following protocols for behavior are not to regulate personal morality, but rather are to ensure that the work environment is free from unlawful harassment, conflicts of interest, hostility or unlawful discrimination. While it is difficult to develop clear, practical rules and policies to cover every conceivable situation, those mentioned here are minimum standards for every employee. Breaking the code can result in disciplinary action including possible termination

While each Consumer may implement differing expectations of conduct, generally speaking, the following activities should always be avoided:

- Pressure on anyone to engage in the consumption of alcoholic beverages
- Pressure on anyone to engage in gambling activities
- Comments made of a sexual nature
- Sexually explicit language, gestures or related comments
- Sexual advances
- Vulgar and/or crude language
- Any unwanted or otherwise inappropriate physical conduct (such as suggestive gestures, uninvited touching or sexual advances)
- Derogatory references made to or about any individuals, especially relating to gender, religion, race or national origin
- Any other conduct that creates an unprofessional, intimidating and/or hostile environment or the impression of such an environment.

These protocols for behavior are in addition to the established company policies dealing with the avoidance of sexual and other unlawful harassment and discrimination.

Violations of the stated standards or protocols for behavior should be reported to the Compliance Officer by emailing reportviolations@freedomcareny.com.

GIFTS, TIPS AND LOANS

You are prohibited from accepting tips, gifts or loans from unrelated Consumers and vendors, or from anyone with whom the company does business.

Gifts are to be returned with an explanation that company policy does not permit their acceptance. Similarly, you may not offer or give anything of value to anyone with whom the company does or proposes to do business.

HARASSMENT

We are committed to providing a work environment that is free of harassment and other unlawful discrimination. In keeping with this commitment, we maintain a strict policy prohibiting harassment

Protocols for Behavior

based on an individual's gender, race, religion, national origin or citizenship, age, marital status, physical or mental disability, sexual orientation or preference, gender identity, protected veteran status or any other protected status.

Harassment includes, but is not limited to:

- Threatening, intimidation, disparate treatment or otherwise improperly interfering with other employees, whether on or off duty
- Racial epithets, derogatory remarks relating to one of the categories protected by federal, state or local law (e.g., race, color, gender, religion, national origin, ancestry, physical or mental disability, age, veteran status, and sexual orientation), and unwanted sexual advances, invitations or comments
- Displaying derogatory or lewd posters, photographs, cartoons or drawings, or making sexual gestures
- Unwanted touching, blocking normal movement, or interfering with work because of the employee's gender or status in one of the protected categories
- Threats or demands to submit to sexual requests in order for the employee to keep his or her job or avoid some other adverse action, loss, and offers of job benefits in return for sexual favors
- Any discriminatory conduct that is so severe or pervasive that it creates a work environment abusive to employees because of their race, color, gender, religion, national origin, ancestry, physical or mental disability, age, veteran status, or sexual preference or orientation
- Retaliation for having reported or threatened to report harassment.

If you believe you have been subjected to harassment by an employee, Consumer, or any other individual in connection with FreedomCare, you should immediately report the conduct using the "Three-Step Communication Process" outlined in this handbook.

All allegations of harassment will be promptly and thoroughly investigated as confidentially as possible, and appropriate action will be taken. No employee will be retaliated against for bringing any "good faith" claim to the company's attention.

SEXUAL HARASSMENT

Introduction

FreedomCare is committed to maintaining a workplace free from sexual harassment. Sexual harassment is a form of workplace discrimination. FreedomCare has a zero-tolerance policy for any form of sexual harassment, and all employees are required to work in a manner that prevents sexual harassment in the workplace. This Policy is one component of FreedomCare's commitment to a discrimination-free work environment.

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Policy:

1. FreedomCare Policy applies to all employees, applicants for employment, interns, whether paid or unpaid, contractors and persons conducting business with FreedomCare.
2. Sexual harassment will not be tolerated. Any employee or individual covered by this policy who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action, up to and including termination.
3. Retaliation Prohibition: No person covered by this Policy shall be subject to adverse employment action including being discharged, disciplined, discriminated against, or otherwise subject to adverse employment action because the employee reports an incident of sexual harassment, provides information, or otherwise assists in any investigation of a sexual harassment complaint. FreedomCare has a zero-tolerance policy for such retaliation against anyone who, in good faith complains or provides information about suspected sexual harassment. Any employee of FreedomCare who retaliates against anyone involved in a sexual harassment investigation will be subjected to disciplinary action, up to and including termination. Any employee, unpaid intern, or non-employee¹ working in the workplace who believes they have been subject to such retaliation should inform a supervisor or manager. Any employee, unpaid intern or non-employee who believes they have been a victim of such retaliation may also seek compensation in other available forums, as explained below in the section on Legal Protections.
4. Sexual harassment is offensive, is a violation of our policies, is unlawful, and subjects FreedomCare to liability for harm to victims of sexual harassment. Harassers may also be individually subject to liability. Employees of every level who engage in sexual harassment, including managers and supervisors who engage in sexual harassment or who knowingly allow such behavior to continue, will be penalized for such misconduct.
5. FreedomCare will conduct a prompt, thorough and confidential investigation that ensures due process for all parties, whenever management receives a complaint about sexual harassment, or otherwise knows of possible sexual harassment occurring. Effective corrective action will be taken whenever sexual harassment is found to have occurred. All employees, including managers and supervisors, are required to cooperate with any internal investigation of sexual harassment.
6. All employees are encouraged to report any harassment or behaviors that violate this policy. FreedomCare will provide all employees a complaint form for employees to report harassment and file complaints.
7. Managers and supervisors are required to report any complaint that they receive, or any harassment that they observe to The Chief Compliance Officer.

¹ A non-employee is someone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in the workplace. Protected non-employees include persons commonly referred to as independent contractors, “gig” workers and temporary workers. Also included are persons providing equipment repair, cleaning services or any other services provided pursuant to a contract with the employer.

Protocols for Behavior

8. This policy applies to all employees, unpaid interns, and non-employees and all must follow and uphold this policy. This policy must be posted prominently in all work locations and be provided to employees upon hiring.

What Is “Sexual Harassment”?

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual’s sex² when:

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

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

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called “quid pro quo” harassment.

Examples of sexual harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical assaults of a sexual nature, such as:
- Touching, pinching, patting, grabbing, brushing against another employee’s body or poking another employees’ body;
- Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
- Requests for sexual favors accompanied by implied or overt threats concerning the victim’s job performance evaluation, a promotion or other job benefits or detriments;
- Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks, jokes or comments about a person’s sexuality or sexual experience, which create a hostile work environment.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
- Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.

² The term “sex” also includes sexual orientation, gender identity and the status of being transgender.

Protocols for Behavior

- Hostile actions taken against an individual because of that individual's sex, such as:
- Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
- Sabotaging an individual's work;
- Bullying, yelling, name-calling.

Who can be a target of sexual harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. New York Law protects employees, unpaid interns, and non-employees, including independent contractors, and those employed by companies contracting to provide services in the workplace. A perpetrator of sexual harassment can be a superior, a subordinate, a coworker or anyone in the workplace including an independent contractor, contract worker, vendor, client, customer or visitor.

Where can sexual harassment occur?

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer sponsored events or parties. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises or not during work hours.

What is "Retaliation"?

Unlawful retaliation can be any action, more than trivial, that keeps a worker from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation.

Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in "protected activity." Protected activity occurs when a person has:

- filed a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- testified or assisted in a proceeding involving sexual harassment under the Human Rights Law or other anti-discrimination law;
- opposed sexual harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment;
- complained that another employee has been sexually harassed; or
- encouraged a fellow employee to report harassment.

Reporting Sexual Harassment

Preventing sexual harassment is everyone's responsibility. FreedomCare cannot prevent or remedy sexual harassment unless it knows about it. Any employee, unpaid intern or non-employee who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to a supervisor, manager or the Chief Compliance Officer. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to a supervisor, manager or the Chief Compliance Officer. A written Sexual Harassment Complaint Form can be found at the end of this Employee Handbook.

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Reports of sexual harassment may be made verbally or in writing. A form for submission of a written complaint is attached to this Policy, and all employees are encouraged to use this complaint form.

Employees who are reporting sexual harassment on behalf of other employees should use the complaint form and note that it is on another employee's behalf. Any employees, paid or unpaid interns or non-employees who believe they have been a victim of sexual harassment may also seek compensation in other available forums, as explained below in the section on Legal Protections.

Supervisory Responsibilities

All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring, are required to report such suspected sexual harassment to the Chief Compliance Officer.

In addition to being subject to discipline if they engaged in sexually harassing conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue. Supervisors and managers will also be subject to discipline for engaging in any retaliation.

Complaint and Investigation of Sexual Harassment

All complaints or information about suspected sexual harassment will be investigated, whether that information was reported in verbal or written form. Investigations will be conducted in a timely manner, and will be confidential to the extent possible.

An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough, and should be completed within 30 days. The investigation will be confidential to the extent possible. All persons involved, including victims, witnesses and alleged perpetrators will be accorded due process to protect their rights to a fair and impartial investigation. Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. Employees who participate in any investigation will not be retaliated against.

Investigations will be done in accordance with the following steps:

- Upon receipt of complaint, the Chief Compliance Officer will conduct an immediate review of the allegations, and take any interim actions, as appropriate. If complaint is oral, encourage the individual to complete the "Complaint Form" in writing. If he or she refuses, prepare a Complaint Form based on the oral reporting.
- If documents, emails or phone records are relevant to the allegations, take steps to obtain and preserve them.
- Request and review all relevant documents, including all electronic communications.
- Interview all parties involved, including any relevant witnesses;
- Create a written documentation of the investigation (such as a letter, memo or email), which contains the following:
 - A list of all documents reviewed, along with a detailed summary of relevant documents;
 - A list of names of those interviewed, along with a detailed summary of their statements;
 - A timeline of events;
 - A summary of prior relevant incidents, reported or unreported; and

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- The final resolution of the complaint, together with any corrective actions action(s).
- Keep the written documentation and associated documents in the employer's records.
- Promptly notify the individual who complained and the individual(s) who responded of the final determination and implement any corrective actions identified in the written document.
- Inform the individual who complained of their right to file a complaint or charge externally as outlined below.

Legal Protections and External Remedies

Sexual harassment is not only prohibited by FreedomCare but is also prohibited by state, federal, and, where applicable, local law.

Aside from the internal process at FreedomCare, you may also choose to pursue legal remedies with the following governmental entities at any time.

New York State Division of Human Rights (DHR)

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to employers in New York State with regard to sexual harassment, and protects employees, paid or unpaid interns and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court.

Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Notifying FreedomCare does not extend your time to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400, www.dhr.ny.gov

Contact DHR at (888) 392-3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. The EEOC will investigate the complaint and determine adoption of this

Protocols for Behavior

policy does not constitute a conclusive defense to charges of unlawful sexual harassment. Each claim of sexual harassment will be determined in accordance with existing legal standards, with due consideration of the particular facts and circumstances of the claim, including but not limited to the existence of an effective anti-harassment policy and procedure whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

If an individual filed an administrative complaint with DHR, DHR will automatically file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml

Contact the Local Police Department

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

CONFLICTS OF INTEREST

This Employee Handbook requires you to immediately discuss any potential conflict with your Consumer. By not disclosing a potential conflict of interest, an unfair advantage may be gained. In situations where a conflict is not disclosed, all parties may believe their interests are being equally promoted, when in fact they may not be.

Should you find yourself in a potential conflict of interest, please disclose it to the Consumer and the Consumer's Coordinator at FreedomCare. Depending on the circumstances, some conflicts may be resolved if they are handled properly. Two steps necessary to help resolve a conflict include disclosing the conflict or perceived conflict and then removing yourself from participating in any decisions regarding the competing interest. This practice will ensure all interests are represented and promoted fairly.

You should review your own activities and those of any relatives upon hire, annually, and if your situation changes in a way that may be viewed as a potential conflict of interest so that the proper disclosures can be made. Disclosures should be made to the Consumer's Coordinator.

Employers must avoid any situation involving a conflict between their personal interests (including those of relatives) and the interests of the Consumer and the company.

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Employees should not contract with relatives or incur any financial or personal obligation that might affect, or appear to affect, their judgment in dealing with the Consumer.

NOTE: A “relative” includes a parent, child, spouse, significant other, sister, brother, or any person related by blood or marriage.

Potential Conflicts:

To better understand a possible conflict of interest, we have provided some examples of conflicts between personal interests and the interests of the company:

- Simultaneously serving as a Consumer’s SSI Payee with rights to make financial decisions for the Consumer and choosing to hire yourself as Personal Assistant
- Serving as Designated Representative, responsible for hiring the Consumer’s Personal Assistant(s) and deciding to hire yourself as Personal Assistant

Caregiver Responsibility

Determining whether you have a conflict of interest, and if so what to do about it, may be difficult. If you have questions, you should discuss them with your Consumer so that together you can deal properly with the situation.

Consumer Responsibility

Consumers must refer each potential conflict of interest situation to the Coordinator (see Three-Step Communication Process), who will work with the Compliance Officer to determine whether it poses a potential for harm to the company’s business interests or creates an appearance of improper influence:

- If either problem exists, the Coordinator and the Compliance Officer will work with the Consumer and the employee to determine a course of action to remove the conflict situation as soon as possible.
- If no problem exists, the Compliance Officer will approve the situation in writing, with the process documented.

In either case, the Compliance Officer will document the particular facts disclosed to him or her and the basis for his or her decision in each case. A copy of the documentation will be submitted to the Compliance Officer.

CONFIDENTIAL INFORMATION

Certain information is protected by state and federal privacy laws and must be kept confidential (unless disclosure is required or protected by law).

In addition, information concerning the management and operation of our business is generally not known to the public or our competitors and should be kept confidential.

Examples of confidential information includes Consumer medical and insurance information.

None of these materials are to be copied other than for official company use, nor may originals or copies be removed from the company. Doing so subjects employees to discipline up to and including discharge.

Important notes! Every employee is expected to comply with HIPAA requirements when handling

Protocols for Behavior

Consumer and employee protected health information.

Company policies prohibit the unprotected disclosure of certain confidential information by employees. This does not prohibit employees from disclosing or discussing employee wage information and terms and conditions of employment with each other or third parties so long as the employee did not come into the possession of such information through access which the employee had as part of their formal job duties.

Violations of HIPPA will be disciplinary action including possible termination.

PAYSTUBS/PAYCHECKS/W-2'S

A day is a twenty-four (24) hour period beginning and ending as stated below.

There are 52 weekly pay periods, each of which begin on Sunday at 12:00 am and end on Saturday at 11:59 pm, with paid date being the following Friday.

TIME RECORDS

You are paid on an hourly basis and must submit time records so that we can calculate your pay. Your time record is your invoice to FreedomCare for your time worked. Make sure your record of time worked is accurate.

Follow these guidelines to ensure your work time is recorded accurately:

- Accurately record your starting and ending times by clocking-in and out on the FreedomCare app.
- **NEVER** work off the clock; it is **strictly prohibited**. Working off the clock will not benefit you or FreedomCare, and cannot be approved by your Consumer.
- **NEVER** record time for any other employee, and **NEVER** ask someone else to record time for you.
- Sign your app or time sheet daily and weekly to certify their accuracy and acknowledge that Medicaid fraud is a crime.
- Have your Consumer sign your app or time sheet daily and weekly.

Important note! Time will only be included in a payroll if it is correctly submitted no later than 5 pm on the Monday following a workweek for the upcoming Friday's payroll.

OVERTIME

You will receive time and a half for all overtime hours worked over 40 hours in a work week in accordance with state and federal laws. You must get prior written approval from your Consumer to work overtime, but must report the time, whether approved or not. Please note that you may only work up to 60 hours per week, i.e., up to 20 hours of overtime.

SAFETY IN THE WORKPLACE

FreedomCare is committed to promoting safety and providing a safe place for you to work. You must “think safety” at all times to minimize accidents and injuries to yourself, other employees, and visitors. If you see something that is unsafe and could cause an accident, attempt to correct it, if possible, notify your Consumer **AND** notify your Consumer’s Coordinator immediately. If an accident or injury occurs, even a minor one, you **MUST** report this to the Consumer’s Coordinator.

Observe the safety rules in every phase of your work and use proper lifting techniques.

If your job requires you to use your own vehicle while on company business, **you must fasten your seat belt at all times.**

If an accident occurs at work, you **MUST** notify your Consumer of the accident as soon as it occurs, no matter how minor it may seem to you. Failure to immediately notify your Consumer and file a report of the accident may jeopardize your work-related injury benefits and subject you to disciplinary action.

Post-accident, employees may be tested for controlled substances and/or alcohol.

By accepting responsibility for your own welfare, as well as that of your fellow employees, you can prevent accidents.

INFECTION CONTROL AND EMPLOYEE HEALTH

It is your responsibility to be fully aware of FreedomCare’s infection control policy and to follow infection control procedures to protect everyone involved.

You are required to provide complete, accurate and updated health information anytime your health changes and/or when a communicable disease could spread to others.

VIOLENCE IN THE WORKPLACE

It is the policy of FreedomCare to maintain a safe, healthy, and productive workplace for all employees. Threats and violent acts threaten the quality of our work and the safety of our employees and customers.

FreedomCare will not tolerate:

- Threatening or violent behavior
- Verbal or physical abuse
- Verbal threats of physical violence
- Weapon use or possession on company property (even if you are licensed to carry a concealed weapon)
- Vandalism or arson
- Any other coercive act against person or property while on company property or on working time which management believes is inappropriate in the workplace
- Joking about, making light of, or making offensive comments regarding violent acts or situations.

Threats or acts of violence outside work, but related to your employment, may also be a violation of this policy.

DRUG AND ALCOHOL-FREE WORKPLACE

It is the intent and obligation of the company to provide a drug- and alcohol-free, healthy, safe and secure workplace. You are expected and required to report to work on time and in an appropriate mental and physical condition for work.

In addition, FreedomCare will not tolerate the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol on company premises.

Violations of this policy will result in disciplinary action, up to and including termination of employment.

Employees may be tested for controlled substances and/or alcohol under certain circumstances in accordance with company policy. This may include “post-accident,” “post-rehabilitation” and “reasonable suspicion” drug or alcohol testing.

Refusal to submit to testing will result in disciplinary action, up to and including termination of employment.

When you are using prescription or over-the-counter drugs, or other medicine that may affect your ability to safely and/or effectively perform their duties, you are required to advise your Consumer before beginning work.

PROGRESSIVE DISCIPLINE AND DISCHARGE

We feel that it is very important for you to know what is expected of you. We believe that you should be made aware of the rules that are to be followed, and that these rules should be applied in a uniform and impartial manner to all employees.

Our progressive discipline system is intended to give you advance notice, whenever possible, of concerns with your conduct or performance and provides you with an opportunity to change your behavior.

Important notes: Employment is at the mutual consent of you and your Consumer. Either can terminate the employment relationship at will, at any time and with or without notice.

FreedomCare believes that employees should be treated fairly and be informed about the policies that must be followed. Failure to adhere to company policies and to meet performance expectations subject employees to discipline, up to and including termination, in accordance with the disciplinary policy.

Company policies and handbooks are designed to protect the Company, its employees, and Consumers rather than to restrict the flow of useful, appropriate, or protected information. Nothing in this, or any other policy, is intended to restrict activity protected by Federal or State law, including the National Labor Relations Act's protections concerning Section 7 rights and concerted activity.

Violations of different rules are cumulative, as they indicate that the employee is not performing his/her job duties or following Consumers' instructions and Company policy.

Neither Consumers, nor FreedomCare, discriminates or bases personnel actions to prevent the employee from being eligible for company benefits. FreedomCare does not discriminate against any individual, based on any unlawful basis, regarding the provision of any benefit or the eligibility of any person for company benefits. FreedomCare does not condone nor support any adverse employment action taken for the sole purpose of unlawfully terminating benefits or impeding employees from properly becoming eligible for such benefits.

Important Note: While your employment is at-will and the Consumer may terminate your employment for any reason and at any time, please note also that failure to comply with the Consumer's directions or FreedomCare's policies and procedures constitutes misconduct, and, accordingly, is grounds for the Consumer to terminate your employment based on misconduct. Misconduct includes, but is not limited to the following examples:

- Failure to clock-in and clock-out at the beginning and end of each shift
- Confirming visits although services were not actually provided to the Consumer throughout the entire confirmed visit
- Engaging in anti-social behavior such as threatening, vulgar language, or rudeness to anyone in the Consumer's household or to FreedomCare employees
- Failure to follow Consumer or Designated Representative instructions
- Persistent failure to communicate with FreedomCare or the Consumer
- Tardiness or absenteeism
- Persistent exhibition of suspicious behavior such as not being with Consumer during spot-checks, forging Consumer signatures, forging live pictures of Consumer, or clocking-in/out far from Consumer's residence without Consumer approval or without explanation.

Policies and Procedures

PROBLEM-SOLVING PROCEDURES

We have a very strong commitment to ensure that all employees are treated properly. From time to time, misunderstanding or poor communication may result in the perception of improper treatment. We believe that problems between an employee and the company can be worked out through an honest, open discussion in an atmosphere of trust, respect, and cooperation. You may at some time be concerned about your work schedule, personnel policies, and treatment or written disciplinary action that seems improper.

If that occurs, and you feel you have not been treated properly, please follow the Three-Step Communication Process to resolve the problem.

And remember, if you feel that you have been treated improperly, we expect you to step forward to resolve the issue. You have the right to use these problem-solving procedures without fear of retaliation. We can only achieve our goals as a company if you are comfortable in your work environment.

PERSONAL CALLS, CELL PHONES AND CAMERAS

Personal cell phones and electronic devices are only permitted in patient care areas for authorized business purposes and only in compliance with HIPAA.

Personal cellular phones should not be used during work time. All cell phones must be on silent ringer or vibrating mode. Employees should not make or receive any personal calls or texts during work time.

Employees must ensure that friends and family members are aware of this policy. However, flexibility will be allowed for urgent personal matters.

Use of cameras or audio recordings in the workplace, including camera phones, is prohibited without the prior written approval of the Consumer.

LEAVING THE COMPANY

Employees leaving the company are required to provide appropriate written notice to the Consumer and the Consumer's FreedomCare Coordinator as early as possible, but preferably at least two weeks in advance.

PTO will not be paid out upon resignation or termination unless state or federal law requires otherwise.

Prior to departing, you should return to your Consumer any keys or other Consumer property.

Final payment of wages and other compensation due will be made on the following regular payday, or in accordance with state regulations and company policy.

What Happens to Benefits Eligibility and Continuation of Coverage?

When you terminate employment, your benefits will end at 11:59 p.m. on the last day of the pay period which includes the termination date. When you change to a non-benefit eligible status, your benefits will end at 11:59 p.m. on the last day of the pay period in which the job status changed. For information about your options to continue or convert coverage after termination or change to a non-benefit eligible status, please reach out to Total Plan Concepts, available at 877-435-2063.

Policies and Procedures

SUMMARY

The information presented in this handbook is a brief overview of personnel policies, guidelines and operating principles established to help you in your job. If you have any questions not answered by this handbook, be sure to ask your Consumer or your Consumer's Coordinator at FreedomCare. We want to help you succeed in your job, as well as make your work pleasant and productive.

If you have any suggestions for improvement in FreedomCare, please pass them along to your Consumer or your Consumer's Coordinator at FreedomCare.

EMPLOYEE ACKNOWLEDGMENT

You must acknowledge that you have received a copy of this Employee Handbook and understand the information and acknowledge any conflicts of interest by signing below.

Employee Name: _____

Date: _____

Employee Signature: _____

Sexual Harassment Complaint Form

FreedomCare

New York State Labor Law requires all employers to adopt a sexual harassment prevention policy that includes a complaint form for employees to report alleged incidents of sexual harassment.

If you believe that you have been subjected to sexual harassment, you are encouraged to complete this form and submit it to [person or office designated; contact information for designee or office; how the form can be submitted]. Once you submit this form, your employer must follow its sexual harassment prevention policy and investigate any claims.

If you are more comfortable reporting verbally or in another manner, your employer is still required to follow its sexual harassment prevention policy by investigating the claims as outlined at the end of this form. For additional resources, visit: ny.gov/combating-sexual-harassment

YOUR INFORMATION

Name:

Home Address:

Work Address:

Home Phone:

Work Phone:

Job Title:

Email: Select Preferred Communication Method:

COORDINATOR INFORMATION

FreedomCare Coordinator's Name:

Title:

Work Phone:

Work Address:

YOUR INFORMATION

1. Your complaint of Sexual Harassment is made against:

Name:

Title:

Work Address:

Work Phone:

Relationship to you: Supervisor Subordinate Co-Worker Other

2. Please describe the conduct or incident(s) that is the basis of this complaint and your reasons for concluding that the conduct is sexual harassment. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

3. Date(s) sexual harassment occurred:

Is the sexual harassment continuing? Yes No

4. Please list the name and contact information of any witnesses or individuals that may have information related to your complaint: The last two questions are optional, but may help facilitate the investigation.

5. Have you previously complained or provided information (verbal or written) about sexual harassment at FreedomCare? Yes No

If yes, when and to whom did you complain or provide information? Employees that file complaints with their employer might have the ability to get help or file claims with other entities including federal, state or local government agencies or in certain courts.

6. Have you filed a claim regarding this complaint with a federal, state or local government agency? Yes
 No

Have you instituted a legal suit or court action regarding this complaint? Yes No

Have you hired an attorney with respect to this complaint? Yes No

I request that FreedomCare investigate this complaint of sexual harassment in a timely and confidential manner as outlined below, and advise me of the results of the investigation.

Signature: _____ Date: _____