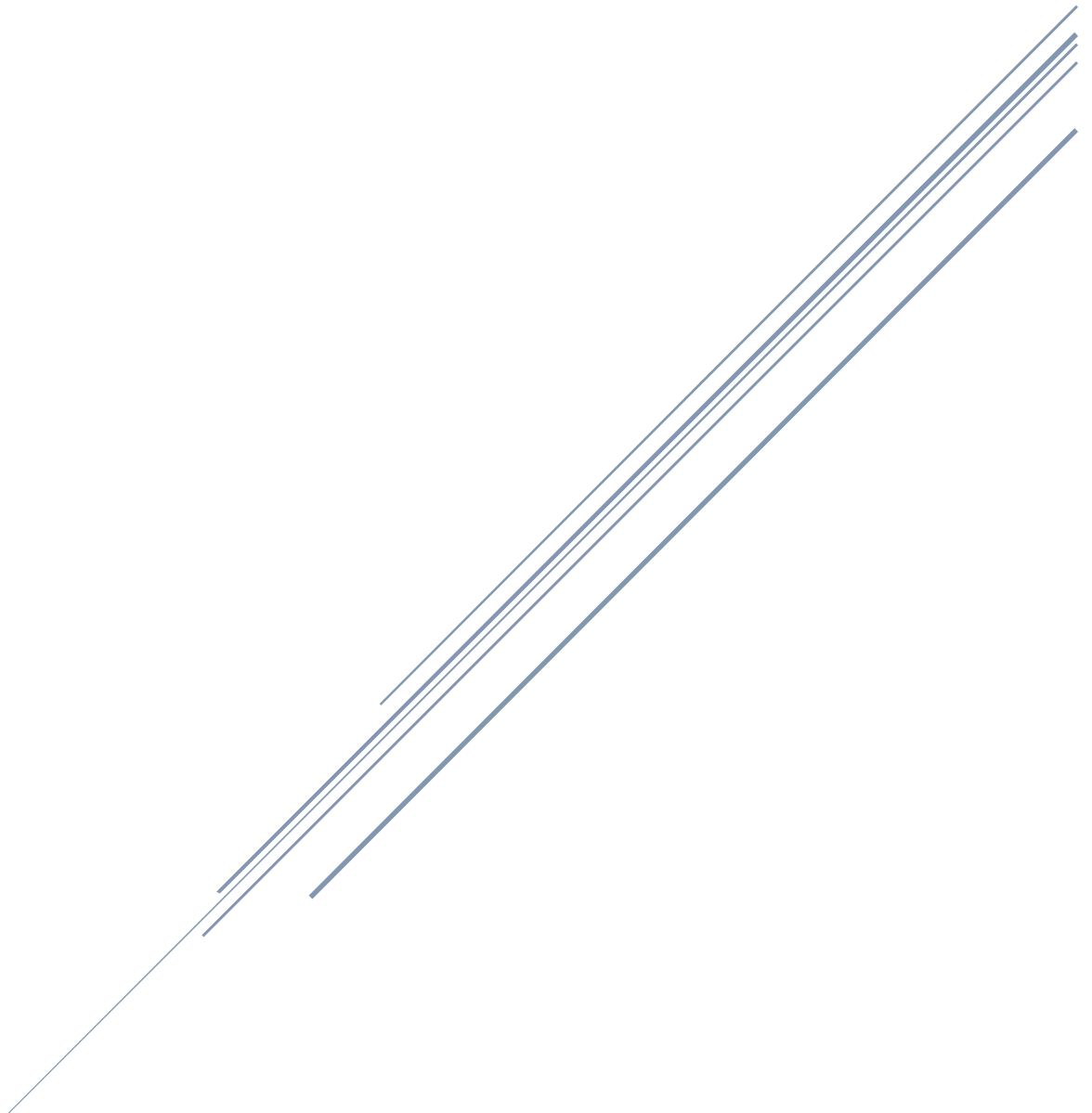


# HANDICARE EMPLOYEE MANUAL



Revised and effective 9-1-2014

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## **Employee Acknowledgement Form**

This employee handbook contains important key policies, goals, benefits, and expectations of HANDICARE INC. as well as other information that you will need. By signing below, you acknowledge the following:

I understand that this handbook cannot contemplate every possible situation that I may encounter at HANDICARE INC. Accordingly, I will contact the Director if I have any questions about the policies or procedures contained in this handbook.

I understand that this handbook is not a contract or legal document, nor is it an invitation to contract.

I also understand and acknowledge that my employment with HANDICARE INC. is at-will. I understand that employment-at-will means that I may terminate my employment at any time for any reason, with or without notice. Additionally, HANDICARE INC. may terminate my employment at any time, for any reason.

I understand and acknowledge that there may be changes to the policies, goals, benefits and expectations in this handbook. There also may be additions to these policies. The only exception is that HANDICARE INC.'s policy on employment-at-will will never be changed.

I understand that it is my responsibility to read this handbook. I acknowledge, understand, accept and agree to comply with the information contained in this handbook.

Employee's Name (printed) \_\_\_\_\_

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_

## **Introduction**

Welcome to HANDICARE INC. We are very happy to have you join our team.

This employee handbook contains important key policies, goals, benefits, and expectations of HANDICARE INC. as well as other information that you will need. It has been designed as a reference to many aspects of your employment. It is not a contract nor is it an invitation to contract. This manual supersedes all previous manuals, policies and memos that have been issued on policies covered in this manual.

The policies in this handbook are subject to change and may change at any time at the sole discretion of HANDICARE INC. From time to time, you may receive updated information as to changes in policies. The only policy that will never change is our employment-at-will policy.

Employment-at-will means that either you or HANDICARE INC. may terminate your employment at any time for any reason, with or without cause or notice.

If you have any questions on anything contained in this manual, please contact the Director.

## **Employment Relationship**

Your relationship with HANDICARE INC. is strictly a voluntary one. If you do not have a specific employment contract or collective bargaining agreement, employment is at-will. This means that you may terminate your employment at any time for any reason, with or without notice. Additionally, HANDICARE INC. may terminate your employment at any time, for any reason.

This handbook is not a contract or legal document, nor is it an invitation to contract. HANDICARE INC. only recognizes contracts that are in writing and signed by members of senior management. Employees are advised to seek clarification from senior management regarding any promises made by representatives of HANDICARE INC. which are inconsistent with the provisions of this handbook, including our policy of employment at-will.

## **Code of Ethics and Conduct**

Employees of HANDICARE INC. are expected to act ethically in all of their duties. Ethical behavior begins but does not end with legal compliance. HANDICARE INC. expects all employees to:

- Obey the applicable laws and regulations governing our business;
- Be honest, fair and trustworthy whenever they represent HANDICARE INC.;
- Avoid conflicts of interest;
- Help create an atmosphere free of discrimination and harassment;
- Consider the safety of fellow employees, suppliers, customers and the general public; and
- Protect the environment through judicious use of natural resources, waste reduction and a focus on sustainability.

Ethical business behavior is the responsibility of every employee. Failure to act in an ethical manner will be cause for discipline, up to and including termination.

If you have any questions about the ethics involved or conduct required in a particular situation, please contact the Director.

## **Confidentiality**

All HANDICARE INC. records and information relating to HANDICARE INC., our employees or the children and families are confidential and employees must, therefore, treat all matters accordingly. No HANDICARE INC. or HANDICARE INC. related information, including without limitation, documents, notes, files, records, oral information, computer files or similar materials (except in the normal course of performing duties on behalf of HANDICARE INC.) may be removed from HANDICARE INC.'s premises without permission from HANDICARE INC. Additionally, the contents of HANDICARE INC.'s records or information otherwise obtained in regard to business may not be disclosed to anyone, except where required for a business purpose. Employees must not disclose any confidential information, purposefully or inadvertently through casual conversation, to any individual person inside or outside HANDICARE INC. who does not need the information to provide appropriate care or guidance. Employees who are unsure about the confidential nature of specific information must ask a supervisor for clarification.

## **Trust and Credibility**

The success of HANDICARE INC. is dependent upon the trust and confidence we earn from families. We gain credibility by adhering to our commitments, displaying honesty and integrity and reaching our goals solely through honorable conduct. It is easy to say what we must do, but the proof is in our actions. Ultimately we will be judged on what we do. When considering any action, it is wise to ask: will this build trust and credibility for HANDICARE INC.? Will it help create a working environment in which HANDICARE INC. can succeed over the long term? The only way we will maximize trust and credibility is by answering “yes” to those questions and by working every day to build our trust and credibility.

Employees will be subject to appropriate disciplinary action, up to and including dismissal, for knowingly or unknowingly violating HANDICARE INC.’s Code of Conduct and Confidentiality.

I have read and understand the HANDICARE INC. Code of Conduct and Confidentiality Notice.

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_

## **Equal Opportunity Employment**

### **Anti-Harassment Notice**

It is the established policy of HANDICARE INC. to extend equal employment and advancement opportunities to all qualified individuals, regardless of their race, color, age, sex, pregnancy, gender, disability, genetic profile, religion, national origin, ethnic background, military service or citizenship and protected activity (i.e., opposition to prohibited discrimination or participation in the statutory complaint process).

All personnel are reminded that each employee is at all times to be treated courteously by fellow employees, so that he or she is free from harassment or interference based on factors such as those mentioned above.

### **Harassment**

Harassment is defined as unwelcome or unsolicited verbal, physical or sexual conduct which interferes with an employee's job performance or which creates an intimidating, offensive or hostile work environment. Examples of what may be considered harassment, depending on the circumstances, are:

- Questions or comments that unnecessarily infringe on personal privacy.
- Offensive, sexist, off color or sexual remarks, jokes, slurs.
- Propositions or comments that disparage a person or group on the basis of race, color, age, sex, pregnancy, gender, creed, disability, religion, national origin, ethnic background, military service or citizenship.
- Derogatory or suggestive posters, cartoons, photographs, calendars, graffiti, drawings, other materials, or gestures.
- Inappropriate touching, hitting, pushing or other aggressive physical contact or threats to take such action.
- Unsolicited sexual advances, requests, or demands, explicit or implicit, for sexual favors.
- Quid Pro Quo - Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute quid pro quo when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment and, or (2) submission or rejection of such conduct by an individual is used as the basis for employment decisions affecting an individual.
- Ethnic slurs, racial "jokes," offensive or derogatory comments or other verbal or physical conduct based on an individual's race/color or national origin or because an individual is affiliated with a particular religious or ethnic group or because of physical, cultural or linguistic characteristics.
- Comments based upon cultural traits, clothing or linguistic characteristics such as accent or dress associated with a particular ethnicity, country of origin or religion.



- Requirements or coercion to abandon, alter, or adopt a religious practice or subjection to unwelcome statements or conduct that is based on religion.

We will not allow harassment by supervisors, coworkers on non-employees under our control. Employees are required to respect the rights of their coworkers.

**Discrimination**

We will not discriminate in any aspect of employment including hiring and firing; compensation, assignment, or classification of employees; transfer, promotion, layoff, or recall; job advertisements; recruitment; testing; use of company facilities; training and apprenticeship programs; fringe benefits; pay, retirement plans, and disability leave; or other terms and conditions of employment.

We will not:

- Make employment decisions based on stereotypes or assumptions about the abilities, traits, or performance of individuals of a certain sex, race, age, religion, genetic profile, national origin, or an individual with a disability;
- Deny employment opportunities to a person because of marriage to, or association with, an individual of a particular race, religion, genetic profile, national origin, or an individual with a disability. We will also not discriminate because of participation in schools or places of worship associated with a particular racial, ethnic, or religious group.

**Retaliation**

We will not fire, demote, harass, or otherwise “retaliate” against an individual for filing a charge of harassment or discrimination, participating in a discrimination proceeding, or otherwise opposing discrimination.

Anyone who feels that he or she has been harassed or discriminated against should report such incidents.

Employees are encouraged to report harassment before it becomes severe or pervasive. The Company will promptly investigate all charges of violation of this policy. The confidentiality of persons reporting violations will be respected so far as practicable in conducting an investigation of such claims. If it is determined that harassment has occurred, we will take immediate and appropriate corrective action.

I have read and understand the HANDICARE INC. Anti-Harassment Notice.

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_

## **Disciplinary Action Policy**

It is the policy of HANDICARE INC. to discipline an employee whenever he/she violates a rule, a regulation, or performs unsatisfactorily. The following policy describes the procedure for administering fair and consistent discipline. The purpose of this policy is to correct the problem and prevent it from happening again.

In each instance, the disciplinary action taken is to be consistent and in proportion to the seriousness of the violation. In addition, discipline is to be administered by the employee's supervisor as soon as it is practical. However, a violation which is serious in nature is to be corrected by any supervisor immediately, whether the employee is a subordinate or not.

Both you and HANDICARE INC. have the right to terminate employment at-will, with or without cause or advance notice. HANDICARE INC. may use this discipline policy at its discretion.

Four types of discipline are recognized. These are verbal warning, written warning, suspension, and dismissal.

Warning notices will be placed in the applicable employee's personnel file. Should further violations occur, such warnings will remain as a basis for progressive disciplinary action for a period of 23 months.

These rules are published for your information and to minimize the likelihood of any employee, through misunderstanding or otherwise, to become subject to any disciplinary action. Violation of any HANDICARE INC. rule cannot be ignored by management.

**1. Violation of any of the following rules, or any other actions deemed extremely serious by management, may be considered adequate justification for discharge for the first offense:**

- a) Possession, carrying, or being under the influence of intoxicating beverages or narcotics on HANDICARE INC. property.
- b) Stealing or attempting to steal property from any individual on HANDICARE INC. premises, or stealing or attempting to steal property from HANDICARE INC.
- c) Bodily assault upon any person or fighting on HANDICARE INC. premises.
- d) Possession of firearms or any dangerous weapons or explosives on HANDICARE INC. property.
- e) Threatening, intimidating, coercing, or interfering with other employees.

- f) Insubordination to supervisor, refusal to perform supervisor's assignments, or directing abusive or threatening language at any supervisor, employee, or representative of HANDICARE INC.
- g) Disclosing business information of a confidential nature to unauthorized persons, or any action by an employee that might cause the employer to lose business or that would create poor public relations.
- h) Falsification of employment applications, time cards, production reports, or other records of HANDICARE INC.
- i) Intentionally punching out the time card of another employee, permitting someone else to punch out your time card, or tampering with time cards or clock; failure to punch card when entering or leaving the building, except when entering or leaving on company business.
- j) Fraud committed by knowingly accepting pay for operations not performed or time not worked.
- k) Acts of sabotage or other interference with HANDICARE INC. projects.
- l) Defacing HANDICARE INC. property.
- m) Conviction of a felony.
- n) Sleeping during working hours.
- o) Absence for three consecutive working days **without notifying** HANDICARE INC.
- p) Inciting other employees to riot.
- q) Unsafe operation of equipment in a negligent manner or destruction of HANDICARE INC. material or property or the property of fellow employees.

**2. The following process may be used for violation of any rules in 3.a. through p. below.**

- a) The existence of a Disciplinary Policy is not a guarantee of its use. HANDICARE INC. reserves the right to terminate employment at any time, with or without reason. Additionally, HANDICARE INC. reserves the right to prosecute any employee for any infractions.
  - 1.) First Offense - Oral reprimand (memo to personnel file)
  - 2.) Second Offense - Written reprimand and warning

3.) Third Offense - Discharge

**3. The following rule violations, as well as other offenses deemed appropriate by management, will be cause for disciplinary action prescribed above:**

- a) Removing property from the premises without permission of management.
- b) Ignoring safety rules or common safety practices.
- c) Running, scuffling, throwing objects, horseplay, or disorderly conduct of any kind.
- d) Failing to report an occupational injury promptly to supervisor.
- e) Unauthorized soliciting of funds or distributing literature on HANDICARE INC. property. Unauthorized posting or removal of notices, signs, or writing in any form on bulletin boards or HANDICARE INC. property at any time.
- f) Unexcused or excessive tardiness or absence (not covered by 1. o) above).
- g) Leaving an assigned working area during working hours for any reason without authorization from a member of management, except for lunch, break, and going to and from the rest room.
- h) Gambling on HANDICARE INC. property and during HANDICARE INC. time including the distribution of gambling material.
- i) Leaving work before the end of the shift or not being ready to begin work at the start of a shift or working overtime without the permission of management.
- j) Loafing or spending unnecessary time away from the job.
- k) Inefficiency, negligence, or lack of effort on the job.
- l) Unauthorized possession or use of any HANDICARE INC. property, equipment or materials.
- m) Contributing to unsanitary conditions or poor housekeeping or eating at workstations.
- n) Smoking on HANDICARE INC. premises.
- o) Unauthorized presence on HANDICARE INC. premises outside of employee's scheduled work hours.

- p) Use of HANDICARE INC. property or time for the personal financial gain of an employee other than the full-time employment as a HANDICARE INC. employee.

The lists in this discipline policy are examples only and are not all-inclusive. In serious circumstances, some problems will justify a suspension or termination without going through the above-described discipline process.

By using this progressive discipline policy, we hope that employee problems will be corrected at an early stage.

### **Family and Medical Leave Act Policy**

The Family and Medical Leave Act of 1993, as amended, (FMLA or Act) allows “eligible” employees of a covered employer to take job-protected, unpaid leave, or to substitute appropriate paid leave if the employee has earned or accrued it, for up to a total of 12 work weeks in a 12 month period because of the birth of a child and to care for the newborn child; because of the placement of a child with the employee for adoption or foster care; because the employee is needed to care for a family member (spouse, domestic partner, son, daughter, ward or parent) with a serious health condition; because the employee’s own serious health condition makes the employee unable to perform the functions of his or her job; or because of any qualifying exigency arising out of the fact that the employee’s spouse, domestic partner, son, daughter, ward or parent is a covered military member on covered active duty (or has been notified of an impending call or order to covered active duty). In addition, “eligible” employees of a covered employer may take job-protected, unpaid leave, or substitute appropriate paid leave if the employee has earned or accrued it, for up to a total of 26 workweeks in a “single 12-month period” to care for a covered service member with a serious injury or illness if the employee is the spouse, domestic partner, son, daughter, ward, parent, or next of kin of the covered service member.

#### **Covered employer**

An employer covered by FMLA is any person engaged in commerce or in any industry or activity affecting commerce, who employs 50 or more employees for each working day during each of 20 or more calendar work weeks in the current or preceding calendar year.

#### **Eligible employees**

An eligible employee is one who has been employed by a covered employer for at least 12 months (in the past seven years, needs not be consecutive), has worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave, and is employed at a worksite where 50 or more employees are employed by the covered employer within 75 miles of the worksite.

#### **Qualifying reasons for leave, general rule**

Employers covered by FMLA are required to grant leave to eligible employees: (1) for birth of a son or daughter, and to care for the newborn child, (2) for placement with the employee of a son or daughter for adoption or foster care, (3) to care for the employee’s spouse, domestic partner, son, daughter, ward or parent with a serious health condition,

(4) because of a serious health condition that makes the employee unable to perform the functions of the employee's job, (5) because of any qualifying exigency arising out of the fact that the employee's spouse, domestic partner, son, daughter, ward or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active duty status), and (6) to care for a covered service member with a serious injury or illness if the employee is the spouse, domestic partner, son, daughter, ward, parent, or next of kin of the covered service member.

### **Serious health condition**

For purposes of FMLA, a "serious health condition" entitling an employee to FMLA leave means an illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.

### **Inpatient care**

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

### **Continuing treatment**

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

(a) Incapacity and treatment. A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

(1) Treatment two or more times, within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services ( e.g., physical therapist) under orders of, or on referral by, a health care provider; or

(2) Treatment by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of the health care provider.

(3) The requirement in paragraphs (a) (1) and (2) of this section for treatment by a health care provider means an in-person visit to a health care provider. The first (or only) in-person treatment visit must take place within seven days of the first day of incapacity.

(4) Whether additional treatment visits or a regimen of continuing treatment is necessary within the 30-day period shall be determined by the health care provider.

(b) Pregnancy or prenatal care. Any period of incapacity due to pregnancy, or for prenatal care.

(c) Chronic conditions. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

- (1) Requires periodic visits (defined as at least twice a year) for treatment by a health care provider, or by a nurse under direct supervision of a health care provider;
  - (2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
  - (3) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
- (d) Permanent or long-term conditions. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.

### **Leave for pregnancy or birth**

Both the mother and father or both domestic partners or both legal guardians are entitled to FMLA leave for the birth of their child and/or to be with a healthy newborn child (i.e., bonding time) during the 12-month period beginning on the date of birth. Bonding leave must be completed by the end of the 12<sup>th</sup> month.

A husband and wife who are eligible for FMLA leave and are both employed by us will be limited to a combined total of 12 weeks of leave during any 12-month period if the leave is taken for birth of the employee's son or daughter or to care for the child after birth, for placement of a son or daughter with the employee for adoption or foster care or to care for the child after placement.

### Intermittent and reduced schedule leave.

An eligible employee may not use intermittent or reduced schedule leave to be with a healthy newborn child (bonding).

### Leave for adoption or foster care.

Employees may take FMLA leave before the actual placement or adoption of a child if an absence from work is required for the placement for adoption or foster care to proceed. For example, the employee may be required to attend counseling sessions, appear in court, consult with his or her attorney or the doctor(s) representing the birth parent, submit to a physical examination, or travel to another country to complete an adoption. The source of an adopted child (e.g., whether from a licensed placement agency or otherwise) is not a factor in determining eligibility for leave for this purpose.

### **Unable to perform the functions of the position**

An employee is "unable to perform the functions of the position" where the health care provider finds that the employee is unable to work at all or is unable to perform any one of the essential functions of the employee's position within the meaning of the Americans with Disabilities Act (ADA), as amended. An employee who must be absent from work to receive medical treatment for a serious health condition is considered to be unable to perform the essential functions of the position during the absence for treatment. We require certification from a health care provider to specify what functions of the employee's position the employee is unable to perform.

**Leave because of a qualifying exigency**

Eligible employees may take FMLA leave for a qualifying exigency while the employee's spouse, domestic partner, son, daughter, ward or parent (the military member or member) is on covered active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty). Covered active duty or call to covered active duty status means duty during the deployment of the member with the Regular Armed Forces to a foreign country. An eligible employee may take FMLA leave for one or more of the following qualifying exigencies: (1) Short-notice deployment; (2) military events and related activities; (3) childcare and school activities; (4) financial and legal arrangements; (5) to attend counseling provided by someone other than a health care provider; (6) rest and recuperation; (7) post-deployment activities; (8) parental care; and (9) additional activities, to address other events which arise out of the covered military member's covered active duty or call to active duty status provided that the employer and employee agree that such leave shall qualify as an exigency, and agree to both the timing and duration of such leave.

**Leave to care for a covered service member with a serious injury or illness**

Eligible employees are entitled to FMLA leave to care for a covered service member with a serious illness or injury (Military Caregiver Leave).

Covered service member means a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness.

The term covered service member also includes a veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. An eligible employee must commence leave to care for a covered veteran within five years of the veteran's active duty service, but the single 12-month period may extend beyond the five-year period.

In the case of a current member of the Armed Forces, including a member of the National Guard or Reserves, a serious illness or injury means an injury or illness that was incurred by the covered service member in the line of duty on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating. In the case of a covered veteran, a serious illness or injury means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:



- (1) A continuation of a serious injury or illness that was incurred or aggravated when the veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank or rating; or
- (2) A physical or mental condition for which the Veteran has received a U. S. Department of Veterans affairs Service – Related Disability Rating (VASRD) of 50 percent or greater, and the need for the military caregiver leave is related to that condition; or
- (3) A physical or mental condition that substantially impairs the veteran's ability to work because of a disability or disabilities related to military service, or would do so absent treatment; or
- (4) An injury that is the basis for the Veteran's enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

An eligible employee is entitled to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the "single 12-month period" for Military Caregiver leave, provided that the employee is entitled to no more than 12 weeks of leave for one or more of the following: because of the birth of a son or daughter of the employee and in order to care for such son or daughter; because of the placement of a son or daughter with the employee for adoption or foster care; in order to care for the spouse, domestic partner, son, daughter, ward or parent with a serious health condition; because of the employee's own serious health condition; or because of a qualifying exigency.

A husband and wife who are eligible for FMLA leave and are both employed by us will be limited to a combined total of 26 workweeks of leave during the "single 12-month period" if the leave is taken for birth of the employee's son or daughter or to care for the child after birth, for placement of a son or daughter with the employee for adoption or foster care, or to care for the child after placement, to care for the employee's parent with a serious health condition where a portion of the combined 26 weeks of leave is to care for a covered service member with a serious injury or illness.

### **Amount of leave**

Except in the case of leave to care for a covered service member with a serious injury or illness, an eligible employee's FMLA leave entitlement is limited to a total of 12 workweeks of leave during any 12-month period. The 12-month period is calculated as follows: a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave.

### **Intermittent leave or reduced leave schedule**

FMLA leave may be taken "intermittently or on a reduced leave schedule" under certain circumstances. Intermittent leave is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule is a leave schedule that reduces an employee's usual number of working hours per workweek, or hours per workday. A reduced leave schedule is a change in the employee's schedule for a period of time, normally from full-time to part-time.

### **Substitution of paid leave**

Employees are required to substitute accrued paid leave for FMLA leave. FMLA leave runs concurrently with other types of leave.

### **Maintenance of employee benefits**

#### Employee payment of group health benefit premiums

Group health plan benefits will be maintained on the same basis as coverage would have been provided if the employee had been continuously employed during the FMLA leave period. Therefore, any share of group health plan premiums which had been paid by the employee prior to FMLA leave must continue to be paid by the employee during the FMLA leave period.

If the FMLA leave is substituted paid leave, your share of premiums will be paid by the method normally used during any paid leave, such as payroll deduction.

If FMLA leave is unpaid, payment is due on the same schedule as payments are made under COBRA which is the first day of the month.

Before we drop coverage for an employee whose premium payment is late, we will provide written notice to that the payment has not been received. Such notice will be mailed to the employee at least 15 days before coverage is to cease, advising that coverage will be dropped on a specified date at least 15 days after the date of the letter unless the payment has been received by that date.

### **Key employee, general rule**

A “key employee” is a salaried FMLA-eligible employee who is among the highest paid 10 percent of all the employees employed by the employer within 75 miles of the employee’s worksite.

#### Substantial and grievous economic injury

In order to deny restoration to a key employee, we must determine that the restoration of the employee to employment will cause “substantial and grievous economic injury” to our operations, not whether the absence of the employee will cause such substantial and grievous injury.

#### Rights of a key employee

If we believe that reinstatement may be denied to a key employee, we will give written notice to the employee at the time the employee gives notice of the need for FMLA leave (or when FMLA leave commences, if earlier) that he or she qualifies as a key employee. At the same time, the employer must also fully inform the employee of the potential consequences with respect to reinstatement and maintenance of health benefits if the employer should determine that substantial and grievous economic injury to the employer’s operations will result if the employee is reinstated from FMLA leave.

### **Employee notice requirements for unforeseeable FMLA leave**

Calling in “sick” without providing more information will not be considered sufficient notice to trigger our obligations under the FMLA.

### **Certification, general rule**

We will require that an employee’s leave to care for the employee’s covered family member with a serious health condition, or due to the employee’s own serious health condition that makes the employee unable to perform one or more of the essential functions of the employee’s position, be supported by a certification issued by the health care provider of the employee or the employee’s family member. We also require that an employee’s leave because of a qualifying exigency or to care for a covered service member with a serious injury or illness be supported by a certification.

### **Timing**

The employee must provide the requested certification to us within 15 calendar days after our request, unless it is not practicable under the particular circumstances to do so despite the employee’s diligent, good faith efforts. The employee must provide a complete and sufficient certification to the employer.

A certification is considered incomplete if we receive a certification, but one or more of the applicable entries have not been completed.

### **Unforeseeable leave**

When the need for FMLA leave is unforeseeable and an employee fails to give notice, the extent to which an employer may delay FMLA coverage for leave will be determined based upon the facts of the particular case.

### **Scheduling planned medical treatment**

When planning medical treatment, the employee must consult with us and make a reasonable effort to schedule the treatment so as not to unduly disrupt our operations, subject to the approval of the health care provider. Employees are ordinarily expected to consult with us prior to the scheduling of treatment in order to work out a treatment schedule which best suits our needs and the needs of the employee subject to the approval of the health care provider.

Intermittent leave or leave on a reduced leave schedule must be medically necessary due to a serious health condition or a serious injury or illness. An employee shall advise the employer, upon request, of the reasons why the intermittent/reduced leave schedule is necessary and of the schedule for treatment, if applicable. The employee and employer shall attempt to work out a schedule for such leave that meets the employee’s needs without unduly disrupting our operations, subject to the approval of the health care provider.

### **Interaction with Federal and State anti-discrimination laws**

We will not discriminate against employees as a result of the approved use of family care or medical leave or a proper request for such leave. Requests for family care and medical leave will be considered without regard to race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status or veteran status.

### **Breastfeeding Mothers**

It is the policy of HANDICARE INC. to support the health and well-being of working mothers and their children. As part of this policy, in compliance with the Patient Protection and Affordable Care Act of 2010, HANDICARE INC. will provide eligible employees with:

- Reasonable break periods to express milk during the first year following the birth of a child.
- A private area, other than a restroom, where the employee may express milk and be shielded from view and free from intrusion.
- Appropriate storage areas for pumps and other equipment as well as expressed milk.

Employee Responsibilities:

- Notify your supervisor before taking your break.
- Clock out when taking a break period as this is not compensable time.
- Label your expressed milk. The label should identify it as expressed milk and include your name and the date it was expressed.
- Keep the breastfeeding area clean and tidy.

### **Compliance with Immigration Law**

HANDICARE INC. will employ only United States citizens and those non-United States citizens who are authorized to work in the United States. We will comply with all aspects of the Immigration Reform and Control Act of 1986.

As a condition of employment, each new employee must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and substantiating employment eligibility.

Former employees who are rehired must also complete the form if they have not completed an I-9 with HANDICARE INC. within the past three years or if their previous I-9 is no longer retained or valid.

HANDICARE INC. will not discriminate on the basis of national origin or citizenship.

## **Americans with Disabilities Act**

It is the policy of HANDICARE INC. to comply with the Americans with Disabilities Act and The ADA Amendments Act of 2008.

We will make sure that all individuals with disabilities:

- Have an equal opportunity to apply for jobs and to work in jobs for which they are qualified;
- Have an equal opportunity to be promoted once they are working;
- Have equal access to benefits and privileges of employment that are offered to other employees; and
- Are not harassed because of their disability.

We will not ask questions about disabilities or require medical examinations until after we have made someone a conditional job offer. After making a job offer, we will only ask disability-related questions and conduct medical examinations for everyone in the same job category.

Once a person with a disability has started working, actual job performance, and not the employee's disability, will be used as an indicator of the employee's ability to do the job.

Any medical information about applicants or employees will be kept confidential. Information can be confidential even if it contains no medical diagnosis or treatment course and even if it is not generated by a health care professional.

We will provide reasonable accommodations if a person with a disability needs one in order to apply for a job, perform a job, or enjoy benefits equal to those we offer to other employees. We will not provide an accommodation that poses an undue hardship to HANDICARE INC.

Once an accommodation is requested, we will discuss the employee's needs and identify the appropriate reasonable accommodation. We may ask for documentation as to why the requested accommodation is needed.

We will ask questions related to disability and may require a medical examination of an employee whose medical condition appears to be causing performance or safety problems.

## **Serious illnesses or injuries**

You do not have to discuss your serious illness or injury with anyone unless you choose to do so. If you decide to inform your supervisor about your situation, any information that you disclose will be held in the greatest confidence. All employees are prohibited from disclosing the personal health information of another employee. Any medical information which we receive will be kept confidential.

If you are hospitalized or out of work and wish for us to make other employees aware of your condition, you may notify us in writing and we will make the information available. Otherwise, the HANDICARE INC. prohibition on the disclosure of personal health information shall apply. No employee may make postings, send interoffice emails or circulate any information about the health status of another employee.

### **USERRA and Military Leave**

HANDICARE INC. is committed to complying with all aspects of The Uniformed Services Employment and Reemployment Rights Act (USERRA). USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. We will not discriminate against past and present members of the uniformed services, and applicants to the uniformed services. We will not deny initial employment, reemployment, retention in employment, promotion or any benefit of employment based on your military status.

Subject to certain exceptions, you must give advance notice that you intend to leave your position to perform service in the uniformed services. Notice should be as far in advance as is reasonable under the circumstances.

If you leave your job to perform service in the uniformed services, you may have the right to be reemployed in the position that you would have attained if you had stayed continuously employed or in a comparable position. Upon completing service in the military services, you must notify us of your intent to return to your position by either reporting to work or submitting a timely application for reemployment, depending upon your length of service.

If you leave your job to perform military service, you have the right to elect to continue your existing health insurance coverage offered by HANDICARE INC. for you and your dependents for up to 24 months while on military leave. It is the policy of HANDICARE INC. that continuation under USERRA shall run concurrently with Federal COBRA and state continuation, if applicable, to the extent allowed by law.

Even if you do not elect to continue coverage during your military service, you have the right to be reinstated in HANDICARE INC.'s health plan when you are reemployed, generally without any waiting periods or exclusions (e.g. pre-existing condition exclusions) except for service-connected injuries.

Military leave is unpaid, however, you may use any accrued benefits that you have.

## **Overtime**

Overtime will be paid to non-exempt employees at a rate of one and one-half the employee's regular rate of pay for all hours worked over 40 in a workweek.

All overtime work performed by non-exempt workers must be approved in advance by their supervisor. Failure to obtain supervisory approval will result in disciplinary action.

Overtime is based on hours actually worked. Time off on personal time, holiday time or any leave of absence will not be included when calculating overtime.

## **Salary Basis Policy**

The Fair Labor Standards Act (FLSA) is a federal law which requires that most employees in the United States be paid at least the federal minimum wage for all hours worked and overtime pay at time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek.

However, Section 13(a)(1) of the FLSA provides an exemption from both minimum wage and overtime pay for employees employed as bona fide executive, administrative, professional and outside sales employees. Section 13(a)(1) and Section 13(a)(17) also exempt certain computer employees. To qualify for exemption, employees generally must meet certain tests regarding their job duties and be paid on a salary basis at not less than \$455 per week. Job titles do not determine exempt status. In order for an exemption to apply, an employee's specific job duties and salary must meet all the requirements of the Department's regulations. It is HANDICARE INC.'s policy to comply with the salary basis requirements of the FLSA.

## **Personal Time Policy:**

**ACCRUAL:** An employee will begin accumulating personal time hours from the date his/her contract becomes effective. An employee can accrue a maximum of 128 hours of personal time per year. After 60 consecutive months (five years) of employment, a maximum of 168 hours of personal time may be accrued per year.

All personal time is accumulated on a pro-rata basis according to the number of hours worked.

**USAGE:** Accumulated personal time may be used 90-days after the signed contract date. Employees are encouraged to utilize their personal time rather than let it accumulate past 128 hours. An employee may accumulate up to a maximum of 480 hours of personal time. At the time of resignation or termination accumulated personal time will be paid as a lump sum.

## **Requests for Time off Work**

Except in instances of illness, requests for time off work should be made at least 14 days in advance. For employees who are eligible to accumulate personal time, priority will be given to employees who have accumulated personal time available to use.

## **Holidays**

HANDICARE INC. will be closed on certain holidays. Eligible employees will be provided time off with pay.

For the purpose of this policy, HANDICARE INC. recognizes the following holidays:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day and the Friday after Thanksgiving Day

Christmas Eve and Christmas Day

Under some circumstances, HANDICARE INC. may recognize additional holidays. You will be notified in advance if HANDICARE INC. will be closed on an additional holiday and whether or not you will receive pay.

Contracted employees will be paid holiday pay at a rate of straight time multiplied by the number of hours that you usually work in a day. Holiday pay does not count as hours worked when calculating overtime. In order to be paid holiday pay, the scheduled day both before and after the holiday must be paid. A doctor's excuse is required immediately upon returning to work if an employee is absent the day before or after a holiday without an approved time off request.

## **Bereavement Leave**

When a death occurs in an employee's immediate family, they will be provided with time off without pay to attend the funeral or make funeral arrangements. You may use available vacation time during your time off for bereavement in order to receive pay during that period.

Immediate family is defined as spouse, domestic partner, parent, child, brother or sister, spouse's parent, child, brother or sister, grandparent and grandchild.

It is the policy of HANDICARE INC. to work with employees in an attempt to accommodate requests for Bereavement Leave for individuals other than those who meet the definition of immediate family. We understand that other relationships may be as significant to you as your immediate family and will endeavor to the extent possible, without undue disruption to our operations, to provide reasonable time off without pay when you request it.



## **Jury Duty**

Employees will be granted time off to serve on jury duty without pay. You may use available vacation time during your time off for jury duty in order to receive pay during that period.

You must notify your supervisor as soon as you receive notice to report for jury duty and present a copy of the jury duty summons. Any day that the jury duty schedule permits, you are expected to come to work.

## **Changes to Personal Information**

HANDICARE INC. needs to have correct information about you for our records. It is your responsibility to keep us informed as to any changes in your personal information. Please keep us informed as to any changes to the following:

- Mailing Address
- Phone numbers
- Marital status
- Dependent information
- Emergency contacts

All employees' personal data should be correct at all times. To inform us of any changes, please contact a member of administration.

All records and documentation turned in to HANDICARE INC. by an applicant will be kept on file for one calendar year. If the applicant is hired, the records will be kept for the length of employment and 5 years thereafter.

## **Personal Property**

HANDICARE INC. provides you with the supplies and equipment necessary to perform your job. HANDICARE INC. maintains the supplies and equipment that we provide to you in a manner we believe will allow you to work efficiently and safely. If you do not believe that you have the necessary tools, supplies or equipment to perform your job safely and efficiently, please discuss your concerns with your supervisor. It is not acceptable for you to bring your own tools, supplies or equipment into the workplace without the approval of your supervisor.

HANDICARE INC. is not responsible for any lost, stolen or damaged personal property. Your personal property is not covered under our business insurance policy. Your personal property away from home may be covered under your Homeowners' Policy. You should check with your personal insurance agent to learn about the best way to protect your personal property.

We cannot guarantee the security of your personal items. You should leave these items at home or locked in your vehicle.

Additionally, you may not bring any of the following items onto company premises.

- Illegal drugs, drug paraphernalia, alcohol, natural or synthetic substance which impair physical or cognitive capacity.
- Firearms or weapons of any kind
- Sexually suggestive objects, pictures, cartoons, or posters
- Items that are demeaning or offensive on the basis of race, color, age, sex, gender, disability, religion, national origin, ethnic background or citizenship.

HANDICARE INC. reserves the right to prohibit other items that we believe may be disruptive to the workplace or constitute an unacceptable risk of loss.

### **Your Personal Vehicle**

HANDICARE INC. provides parking facilities for our employees. HANDICARE INC. is not responsible for any damage to your personal vehicle while using our parking facilities or when you are using your personal vehicle for company business. This parking area is not actively monitored.

### **Handicapped Parking**

Only employees who possess valid state-issued tags may park in designated handicapped parking areas. If you do not have a state-issued tag or you are using another individual's tag, you may be subject to towing and or civil fines and penalties. These rules apply 24 hours a day, seven days a week.

**When using your personal vehicle for company business**, you will be reimbursed at the rate set by the company multiplied by the actual miles driven. This is the total compensation for the use of your vehicle including gas, wear and tear and insurance costs.

### **Inspections of Property**

It is HANDICARE INC.'S policy to have a workplace that is free from alcohol, drugs, weapons, explosives and firearms. In order to maintain a safe workplace, it may be necessary for lockers, desks or cabinets to be searched on occasion. These are the property of the company and, as such, we reserve the right to search them with or without advance notice. You should have no expectation of privacy.

Furthermore, HANDICARE INC. reserves the right, subject to applicable law, to search any briefcases, backpacks, purses, satchels or similar items when you enter or exit our facilities.

## Telephone Use

The use of telephones is a necessary part of the day-to-day job for many HANDICARE INC. employees. Unfortunately, inappropriate telephone use may also be a source of distraction that cause lower productivity and, in some instances, may present a safety hazard. Violation of HANDICARE INC. policies regarding the personal use of business telephones or communication devices may result in disciplinary action up to and including termination. Employees also may be responsible for charges HANDICARE INC. incurs as a result of violations of this policy.

HANDICARE INC. provides telephones to employees who are expected to communicate with our customers and suppliers by telephone. Other employees who do not regularly use their phone as part of their job may also have access to a telephone.

### Company Mobile Phones

HANDICARE INC. may also provide employees with mobile phones and other communication devices. If you are provided with a mobile phone or other communication device, remember the device remains the property of HANDICARE INC. and must be returned to us when we request it. Furthermore, the mobile service that HANDICARE INC. provides is exclusively for the benefit of HANDICARE INC. Employees are expected to refrain from making or receiving calls, sending or receiving text messages or sending and receiving emails of a personal nature with HANDICARE INC. communication devices. HANDICARE INC. may review call logs, voice mail recordings and text message or email transcripts made using a HANDICARE INC. device to ensure compliance with this and other HANDICARE INC. policies. Furthermore, if the communication device issued to you contains a GPS or similar feature, HANDICARE INC. reserves the right to monitor your location when performing your job duties.

### Personal Mobile Phones

The personal use of personal mobile phones and other communication devices may be a source of distraction that causes lower productivity and in some instances may present a safety hazard. Accordingly, depending on job classification, HANDICARE INC. prohibits the use of personal mobile phones and other communication devices during working hours. Contact your supervisor to learn if your job classification permits the use of personal mobile phones and other communication devices. You may use your mobile phone or other communication device during your designated break periods.

**Under no circumstances are employees to use a mobile phone or other communication device while operating any company vehicle or while on company business in your personal vehicle.** This policy applies regardless of the ownership of the communication device, applying equally to devices owned by HANDICARE INC. and devices which are the personal property of the employee.

If someone may need to reach you while you are working, you may provide them with our main telephone number. HANDICARE INC. expects that any calls to employees during working hours that are not business related will occur in exceptional circumstances only and will be kept to a minimum.

## **Computer Use**

The use of computers is a necessary part of the day-to-day job for many HANDICARE INC. employees. Unfortunately, inappropriate computer use may cause a number of serious problems. HANDICARE INC. has established this computer use policy to help employees understand the expectations HANDICARE INC. has in regards to the use of company provided computers and data processing equipment.

HANDICARE INC. provides employees with certain equipment depending upon the requirements of their job. Some jobs require the regular use of a computer and or access to our company networks and the internet. Other employees who do not require the regular use of a computer may still have access to computers at various times for various purposes. This policy applies to all employees regardless of their job position and whether or not they regularly use a computer.

### **Company Computers**

All data processing hardware, including desktop and notebook computers, printers, storage devices and networking hardware are the property of HANDICARE INC. HANDICARE INC. has provided you with access to these resources so that you may perform your job. This equipment represents a significant investment on the part of HANDICARE INC. and should be used in an appropriate manner. Some examples of impermissible use of HANDICARE INC. computer and data processing equipment include but are not limited to:

- Installing computer software not authorized by HANDICARE INC. This rule applies regardless of the ownership of the software. For example, you may not install software you personally own or have downloaded for free from the internet. This includes but is not limited to, music software, photo software, internet search software, screen savers and desktop backgrounds.
- Storing files of a personal nature on our systems. This includes but is not limited to, music, pictures, video and personal documents.
- Accessing files you have not been given permission to access.
- Infiltrating or attacking HANDICARE INC. networks.
- Utilizing our computers or data processing equipment to access, infiltrate or attack the networks of any other entity.
- Copying files or software from HANDICARE INC. systems without our permission.
- Connection of equipment or devices not authorized by HANDICARE INC. This includes but is not limited to, cameras, iPods, MP3 players, flash drives and portable hard drives.
- Printing documents, photographs or news articles that are for personal use.

### **Internet**

If your computer has internet access, we have provided you with this service because we believe it is necessary for you to perform your job. Internet access is primarily to be used for legitimate business purposes relating to the operation of HANDICARE INC. If you are unsure if accessing a particular website is permissible, you may check with your

supervisor. Some examples of websites and services which may not be accessed include but are not limited to:

- File sharing websites or services, commonly known as “P2P”.
- Gambling or bookmaking websites.
- Pornographic or adult oriented websites.
- Websites which may create a hostile work environment on the basis of age, sex, national origin, religion or disability.

### **E-mail**

HANDICARE INC. also provides some employees with access to our corporate email system. If we have provided you with access to our corporate email system we have done so because we believe it is a necessary tool so that you may perform your job. Use of our corporate email system is restricted to legitimate business purposes relating to the operation of HANDICARE INC. Your HANDICARE INC. email account remains the property of HANDICARE INC. and is not to be used as a personal email account. Examples of impermissible email use include but are not limited to:

- Emails of a personal nature, whether to other employees or outside individuals.
- Solicitations of any kind. You may not use the HANDICARE INC. email system to sell items, solicit donations or offer services.
- Emails which may discriminate or harass individuals on the basis of age, sex, national origin, religion or disability.
- Chain or forwarded emails. If someone sends you this type of email, do not open it or forward it, immediately delete it and notify your supervisor. This type of email message may contain files which may damage or compromise our systems.

When using our corporate email system to communicate with fellow employees or our suppliers and customers, always use proper etiquette, spelling and grammar. Avoid slang terms or expressions, derogatory comments and inappropriate language. Messages you send using our email system reflect not only on yourself but also HANDICARE INC. Try to avoid sending replies too quickly. Often, after you have carefully considered a situation, you can send a more thoughtful response.

Please limit the use of the Carbon Copy (CC, BCC) function to situations where it is essential. If you are asking a question or directing a comment to an individual, it is often confusing when many other people are copied on the same message. Furthermore, there are very few instances where you will need to send an email to everyone in the company. Discuss the matter with your supervisor before copying all employees. The email system can improve productivity if used properly but may also limit productivity if employees must spend a great deal of time reading messages which do not apply to them.

HANDICARE INC. has implemented systems to limit the amount of “spam” and inappropriate messages delivered by our email system. However, from time-to-time, spam or inappropriate messages may still get through. We ask that employees be

responsible and delete these messages immediately. If you seem to be getting a large number of spam or inappropriate messages please immediately discuss the matter with your supervisor. It is the policy of HANDICARE INC. to prevent unlawful harassment or discrimination in our workplace and we will work with you to block inappropriate messages.

### **Monitoring**

HANDICARE INC. may monitor your computer usage, internet access and email usage to ensure compliance with this and other HANDICARE INC. policies. You should have no expectation of privacy when using HANDICARE INC. systems. Misuse of HANDICARE INC., computers, data processing equipment, and internet access or email systems may result in disciplinary action up to and including termination.

### **Intellectual Property**

Any content contained within, created on or transmitted from HANDICARE INC. systems by our employees is the intellectual property of HANDICARE INC. HANDICARE INC. retains the right to access and review any file, email or internet log.

You may not copy, remove or destroy HANDICARE INC. intellectual property without our express permission.

The copying, removal or destruction of HANDICARE INC. intellectual property may subject you to disciplinary action up to and including termination. Willful or intentional copying, removal and destruction of HANDICARE INC. intellectual property will be prosecuted to the full extent allowed under the law.

### **Social Media**

Social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use.

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content on the Internet, including to your own or someone else's blog, journal or diary, personal web site, social networking (i.e. Facebook, LinkedIn, and Twitter) or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with HANDICARE INC., as well as any other form of electronic communication.

The same principles and guidelines found in other HANDICARE INC. policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects customers, suppliers, people who work

on behalf of HANDICARE INC. or the company's legitimate business interests may result in disciplinary action up to and including termination.

### **Know and follow the rules**

Carefully read these guidelines, the Code of Ethics and Conduct, the Computer Use Policy and the Anti-Harassment Policy, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

### **Be respectful**

Always be fair and courteous to fellow employees, customers, suppliers or people who work on behalf of HANDICARE INC. Also, keep in mind that you are more likely to resolve work related complaints by speaking directly with your co-workers or supervisor than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, employees or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive 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 status protected by law or company policy.

### **Be honest and accurate**

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

### **Post only appropriate and respectful content**

- Posting photos or personally identifying information about children or families associated with HANDICARE INC., while they are at HANDICARE INC. or engaged in HANDICARE INC. sponsored activity, is strictly prohibited.
- Maintain the confidentiality of HANDICARE INC. trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, and know-how. Do not post internal reports, policies, procedures or other internal business-related confidential communications, including confidential information provided to HANDICARE INC. by our customers or business partners.
- Do not create a link from your blog, website or other social networking site to a HANDICARE INC. website without identifying yourself as an employee of HANDICARE INC.

- Express only your personal opinions. Never represent yourself as a spokesperson for HANDICARE INC. If HANDICARE INC. is a subject of the content you are creating, be clear and open about the fact that you are an employee. Use your real name, state your position and make it clear that your views do not represent those of HANDICARE INC., fellow employees, customers, suppliers or people working on behalf of HANDICARE INC. If you do publish a blog or post online related to the work you do or subjects associated with HANDICARE INC., make it clear that you are not speaking on behalf of HANDICARE INC. 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 HANDICARE INC.”
- Do not engage in online arguments or inflammatory debates in an attempt to defend HANDICARE INC. or disparage a competitor.
- Do not use HANDICARE INC. trademarks or other intellectual property for commercial use without permission.

### **Using social media at work**

HANDICARE INC. understands that employees may access social media from time-to-time using company provided equipment or systems. Make sure that your online activities do not interfere with your job or customer commitments. Do not use HANDICARE INC. email addresses to register on social networks, blogs or other online tools utilized for personal use. Please be aware that our Monitoring in the Workplace Policy applies to all communications on company provided computer systems, telephone systems, mobile phones, tablets or other communication devices.

Excessive or inappropriate use of social media in the workplace inhibits work performance and may result in disciplinary action up to and including termination.

### **Media contacts**

Employees should not speak to the media on the behalf of HANDICARE INC. without contacting senior management. The restriction regarding media contacts includes informal contacts through social media, such as Twitter. All media inquiries should be directed to management.

### **Return of Property**

Throughout the course of employment at HANDICARE INC., we may supply you with written materials, tools, supplies or equipment. These items are your responsibility while in your possession and should be returned promptly if requested.

It is also your responsibility to return these to HANDICARE INC. upon termination of employment. The cost of items not returned may be deducted from your final paycheck to the extent allowed by law.



## **Safety**

HANDICARE INC. strives to maintain a safe work environment which complies with federal and state safety requirements.

Each employee is expected to obey all safety rules and to exercise caution and common sense in all work activities. Employees are expected to notify their supervisors immediately of any unsafe situation or equipment. No employee will knowingly be asked to work in unsafe conditions.

If you violate HANDICARE INC.'s safety policies or procedures, it may be cause for discipline, up to and including termination.

## **Environmental Stewardship**

HANDICARE INC. recognizes that it has a responsibility to the environment beyond legal and regulatory requirements. We are committed to reducing our environmental impact and continually improving our environmental performance as an integral part of our business strategy and operating methods.

All employees contribute to our environmental impact. We encourage employees to actively engage in our efforts to reduce environmental impact in all business areas. HANDICARE INC. also encourages all employees to recycle aluminum and plastic containers and paper used in the workplace. Recycling containers have been provided in designated areas.

## **Drug and Alcohol-free Workplace**

HANDICARE INC. is committed to a drug and alcohol-free work environment that is safe and productive for our employees, visitors to the workplace and all those having interactions with our employees. Violation of this policy will result in discipline, up to and including termination.

Employees may not:

- Distribute, dispense or sell illegal drugs or drug paraphernalia.
- Use or possess or be under the influence of illegal drugs or alcohol on company premises or in the course of business or during working hours.
- Use any natural or synthetic substance which impairs physical or cognitive capacity.
- Permit customers or suppliers to violate the HANDICARE INC. Drug and Alcohol-free Workplace policy.

You may use legally prescribed substances while at work as long as they do not interfere with your ability to perform the essential functions of your job or affect the safety of yourself or others. However, providing or distributing prescription drugs to other employees is a violation of this policy.

From time-to-time, States and/or their political subdivisions may decriminalize certain substances such as Cannabis. The HANDICARE INC. drug and alcohol-free workplace policy prohibits the use of substances restricted under the Federal Controlled Substances Act, which preempts any contradictory state or local law.

## **First Aid**

In the event of a life-threatening accident or condition, immediately dial 911. **Do not assume that someone else has already called 911.** If you are not personally aware of the call being made, call 911. It is better for there to be multiple 911 calls for the same incident than none at all.

Notify your manager or supervisor immediately in the case of any accident or illness, even if it seems to be minor.

First aid kits are kept in various locations; please make yourself aware of the nearest first aid kit. If you have a question regarding first aid kit locations, contact your supervisor. In the event that you administer first aid it is very important to protect yourself from the transfer of body fluids. Each first aid kit contains gloves and these should be used when assisting fellow employees. A strong disinfectant should be used to clean up.

Supplies in the first aid kits are the property of the company and are solely provided for treatment of workplace injuries. Removal of first aid supplies for personal use is a violation of company policy and may inhibit the proper treatment of a workplace injury.

On the job injuries and accidents may be covered under Workers' Compensation.

## **Workplace Violence**

Violence is strictly prohibited in the workplace. Workplace violence is defined as any physical assault, threatening behavior or verbal abuse occurring in the workplace by employees or third parties. It includes, but is not limited to, beating, stabbing, suicide or attempted suicide, shooting, rape and psychological trauma, such as threats and obscene phone calls.

Prohibited conduct includes, but is not limited to:

- Injuring another person physically;
- Engaging in behavior that creates a reasonable fear of injury to another person;
- Engaging in behavior that subjects another individual to extreme emotional distress;
- Possessing or using a weapon;
- Intentionally damaging property;
- Threatening to injure an individual or to damage property;
- Committing injurious acts motivated by, or related to, domestic violence or sexual harassment; and

- Retaliating against any employee who, in good faith, reports a violation of this policy.

Employees who violate this policy will be subject to disciplinary action, up to and including termination.

### **Monitoring in the Workplace**

Employees should not have the expectation of privacy in anything that they create, store, send or receive on the computer system, telephone system, company provided mobile phones or other communication devices.

HANDICARE INC. may monitor any aspect of communications for training purposes, to ensure that contacts with customers and potential customers are professional and respectful and that employees are not using the company's computers or telephones inappropriately.

The company may also perform video surveillance as it deems necessary for safety, to prevent theft, harassment and other inappropriate behavior in the workplace.

Any evidence of illicit acts on the part of employees may be reported to the appropriate authorities and employees may be subject to discipline up to and including termination for the violation of company policies as evidenced by monitoring of employee communication and work areas.

### **Customer Contact**

It is the policy of HANDICARE INC. to be service-oriented and customer-oriented. This means that our employees should treat all customers with courtesy and respect.

Each contact with our customers and clients, whether in person, by phone or by electronic communication should be professional. Any customer-related problems, including customers who are abusive or harassing, should be reported to your supervisor.

### **Conflicts of Interest**

Employees of HANDICARE INC. have a duty to avoid any actual or apparent conflict of interest with HANDICARE INC. A conflict can arise when an employee takes actions or has interests that make it difficult for him or her to perform his or her work objectively or properly.

Conflicts also arise when an employee or a member of his or her family receive improper personal benefits as a result of his or her position with the company.

All employees must be guided by what is in the best interests of HANDICARE INC.

## **Non-disclosure**

HANDICARE INC. has various types of confidential business information which must be protected. Employees are obligated to protect this information.

Such confidential information includes, but is not limited to, the following examples.

- Non public financial information;
- Marketing strategies and information;
- Internal non public customer and prospective customer lists and data;
- Technological data;
- Confidential information provided by our customers or business partners;
- Trade secrets; and
- Contents of personnel files or other protected information.

Certain employees who have access to confidential or protected information may be asked to complete a confidentiality agreement. Employees who improperly use or disclose trade secrets or confidential business information may be subject to disciplinary action. This policy does not prohibit or penalize disclosures regarding benefits, wages, working conditions or other matters material to employment at HANDICARE INC.

## **Media Contacts**

From time-to-time employees may be contacted by members of the media. This may include, but is not limited to television, internet, and print journalists. Employees should not speak on behalf of HANDICARE INC. without express authorization from senior management.

If you are contacted by media regarding the official position of HANDICARE INC. regarding any particular issues, products, services, customers, vendors or business partners, immediately inform senior management.

Employees are always permitted to express their own opinions to media. If you express personal opinions to media on issues related to HANDICARE INC. products, services, customers, vendors or business partners, make sure to state that such opinions do not represent those of HANDICARE INC. and are your own.

## **Dress Code**

How an employee looks has a significant impact on the impression others have of Handicare. HANDICARE INC.'s image is, in many instances a reflection of its employees. Employee behavior and appearance is a substantial indicator of how HANDICARE INC. is perceived, thus it is important that all employees cooperate and adhere to the dress code, whether or not the employee is in direct contact with children and families.

Fashion is very diversified, thus it is very difficult to address all of the norms of dress. An employee's best guide is to dress in a manner that is appropriate for interacting with young children and their families. It is a good idea to keep in mind the weather and activities planned.

### **Every Day General Appearance Guidelines**

- All clothing should fit your body type, be neat, clean, and in good repair. When an employee bends, reaches or sits no skin should be visible;
- Pants should have a finished hem and no tears or holes and should not be longer than the bottom of your shoes. (You cannot walk on your pants.) Sweat, athletic or spandex materials are not permitted. Shorts are permissible if the length is not shorter than 2 inches above the knee. Skirts are permissible if the length is below the knee.
- HANDICARE INC. logo t-shirts/sweatshirts or casual dress shirts that do not show cleavage are permitted. Sleeveless shirts are not permitted. Outwear cannot be worn inside (ex. fleece pull-overs, hooded sweatshirts). No advertising or large branding.
- Undergarments may not be visible and must be worn without exception;
- Shoes that stay on the foot (no flip flops or clogs) must be worn at all times. Heels or platform must be 2 inches or less.
- Hair must be neat, clean, and properly styled.
- Fragrances should not be worn out of respect for those with allergies and respiratory problems;
- Your body should be washed frequently enough and deodorant should be worn to ensure that you do not carry odors
- Although we do not require that you remove piercings or cover tattoos, you should recognize that you are working with families of young children and appearance can affect the level of respect that you may receive.

If an employee's clothing is found to be unacceptable the employee will be required to clock out and return within the hour wearing proper attire or purchase a HANDICARE INC. shirt.

## **Attendance and Punctuality**

HANDICARE INC. expects every employee to report to work each day that they are scheduled and to report in a timely manner. Absenteeism and tardiness places a burden on other employees and on HANDICARE INC. and prevents us from operating in an efficient and effective manner.

If you are unable to report to work, you must notify your supervisor prior to your regular starting time, absent extenuating circumstances.

Excessive absenteeism and tardiness will not be tolerated and may be a cause for disciplinary action. Excessive tardiness is defined as being tardy three or more times within a pay period.

## **Performance Appraisals**

HANDICARE INC. will perform periodic performance appraisals for its employees based on the employee's essential job functions. Appraisals will be performed in a fair, objective, and non-discriminatory manner.

Performance appraisals will be used to recognize the employee for his or her accomplishments. Performance Appraisals will also be helpful in determining areas in which the employee needs to improve. Supervisors and employees may also use this opportunity to set goals for the future.

## **Problem Resolution**

HANDICARE INC.'s policies and procedures emphasize open-door practices in which employees are encouraged to deal directly with their supervisors and other members of management regarding complaints and problems.

Under normal conditions, if an employee has a job-related problem, question or complaint, it should be discussed with his or her supervisor. The simplest, quickest, and most satisfactory solution often will be reached at this level.

If discussion with the employee's supervisor does not answer the question or resolve the matter satisfactorily, the complaint then may be presented, orally or in writing, to next higher level of management.

If the matter still is not resolved satisfactorily, the employee may present the complaint to the Board of Directors, which will render an objective analysis of the situation and attempt to aide in resolution. Although, not all employee concerns or complaints will be resolved to the employee's satisfaction, bringing reasonable problems, questions or complaints to management is always encouraged.

When the issue personally involves the supervisor or manager with whom the employee ordinarily would discuss a problem, the employee may bypass that individual and proceed

to the next person in authority without fear of reprisal. At any time, an employee may seek the advice and guidance of the Board of Directors.

### **Training Requirements**

A pre-employment physical exam, including a Tuberculosis screening, is required for all employees. The exam must be updated every three years. All employees must complete a criminal record check and a child and dependent adult abuse check. The check must come back indicating that the employee is eligible to work in a child care setting. All employees will be given a complete orientation within 10 days of employment.

HANDICARE INC.'s Director, On-Site Supervisors, and staff counted as part of the staff ratio must meet the following minimum staff training requirements:

During their first six months of employment, all staff must receive the following training:

- Two hours of Iowa's training for mandatory reporting of child abuse.
- At least one hour of training regarding universal precautions and infectious disease control.

During their first year of employment, all staff employed 20 hours or more per week shall receive the following training:

- Certification in American Red Cross or American Heart Association infant, child, and adult cardiopulmonary resuscitation (CPR) or equivalent certification approved by the department. A valid certificate indicating the date of training and expiration date shall be maintained.
- Certification in infant, child, and adult first aid that uses a nationally recognized curriculum or is received from a nationally recognized training organization including the American Red Cross, American Heart Association, the National Safety Council, and Emergency Medical Planning (Medic First Aid) or an equivalent certification approved by the department. A valid certificate indicating the date of training and expiration date shall be maintained.
- Ten contact hours of training from one or more of the following content areas:
  1. Planning a safe, healthy learning environment (includes nutrition).
  2. Steps to advance children's physical and intellectual development.
  3. Positive ways to support children's social and emotional development (includes guidance and discipline).
  4. Strategies to establish productive relationships with families (includes communication skills and cross-cultural competence).
  5. Strategies to manage an effective program operation (includes business practices).
  6. Maintaining a commitment to professionalism.
  7. Observing and recording children's behavior.
  8. Principles of child growth and development.

At least four hours of the ten contact hours of training shall be received in a group setting. Six hours may be received in self-study using a training package approved by the Department of Human Services. Training received for cardiopulmonary resuscitation

(CPR), first aid, mandatory reporting of child abuse, and universal precautions shall not count toward the ten contact hours. The directors and on-site supervisors shall receive all ten hours of training in a group setting

Following their first year of employment, all staff who are employed 20 hours or more a week must:

- Maintain current certification for Iowa's training for the mandatory reporting of child abuse, infant, child, and adult CPR; and infant, child, and adult first aid.
- Receive six contact hours of training annually from one or more of the content areas listed above. The directors and on-site supervisors shall receive eight contact hours of training annually from one or more of the content areas listed above. At least four of the eight contact hours shall be in a group setting.

During their first year of employment, all staff who are employed less than 20 hours a week must receive the following training:

- Five contact hours of training from one or more of the following topical areas: child development, guidance and discipline, developmentally appropriate practices, nutrition, health and safety, communication skills, professionalism, business practices, and cross-cultural competence. At least two of the five contact hours shall be in a sponsored group setting.

Following their first year of employment, all staff who are employed less than 20 hours a week must:

- Maintain current certification for Iowa's training for mandatory reporting of child abuse.
- Receive four contact hours of training annually from one or more of the following topical areas: child development, guidance and discipline, developmentally appropriate practices, nutrition, health and safety, communication skills, professionalism, business practices, and cross-cultural competence. At least two of the four contact hours shall be in a sponsored group setting.

HANDICARE INC.'s Director is available to assist employees in finding appropriate and approved training opportunities. HANDICARE INC.'s Assistant Director needs to be notified in advance of any training in order for the employee's schedule to be modified and/or the employee to be paid for the training hours. Pre-approved training registration fees, for the number of training hours required for child care licensing, will be reimbursed to the employee at the time of the employee's annual performance evaluation assuming successful completion of the training. Training certificates and proof of payment should be turned into the finance office.



## Tuition Reimbursement and Support

HANDICARE INC. offers tuition reimbursement for any class that is directly related to the position that an employee is assigned to while the employee is employed full time at HANDICARE INC. The following guidelines must be met in order to be eligible for the tuition reimbursement:

- The employee must be a contracted, full-time employee that has been employed at HANDICARE INC. for no less than 1 year;
- The employee must agree to remain employed full time by HANDICARE INC. for 6 months after completing the course or the amount of the benefit will be withheld from the employees final paycheck(s);
- Each class must be a college accredited course and approved by the Board of Directors;
- The amount of the reimbursement will not exceed the cost of the class(es) or \$500 whichever is less and will be awarded only once per calendar year per employee. Reimbursement will be paid to the employee upon submission of proof of payment and a final passing grade.

## T.E.A.C.H.

T.E.A.C.H. (Teacher Education and Compensation Helps) Early Childhood® IOWA is a comprehensive scholarship program that provides the early childhood workforce access to educational opportunities and is helping establish a well-qualified, fairly compensated and stable workforce for our children. Since HANDICARE INC. is also committed to this same idea, we have agreed to partner in this program.

T.E.A.C.H. is built on four components:

- |                      |   |
|----------------------|---|
| <b>Education:</b>    | T.E.A.C.H. helps participants earn a required number of college credit hours in early childhood education each year.                    |
| <b>Scholarship:</b>  | T.E.A.C.H. offers counseling and financial support to pay for college courses and fees, books, travel, and time away from work.         |
| <b>Compensation:</b> | T.E.A.C.H. participants earn a compensation bonus or raise after successful completion of a year of education.                          |
| <b>Commitment:</b>   | T.E.A.C.H. participants agree to continue their service as a child care professional in their current early care and education setting. |

In order for an employee to be eligible for a T.E.A.C.H. contract with HANDICARE INC., the employee must be a full-time employee and have been employed for a minimum of 1 year. The employee must demonstrate leadership qualities by adhering to all HANDICARE INC.'s policies and demonstrating a commitment to HANDICARE INC. and our children. Eligibility will be determined annually. Once the participant has turned in a class schedule, release time will be determined by Handicare. Release time will be determined on an individual basis taking into consideration actual class time and HANDICARE INC.'s scheduling needs. As a result, each T.E.A.C.H. participant may experience a change in schedule each semester. All changes in class schedules must be reported immediately.

## **Workers' Compensation**

HANDICARE INC. complies with all state and federal laws pertaining to worker's occupational safety and any occupational injuries or illnesses arising in the course of employment. The Workers' Compensation program covers job-related injuries or illnesses that require medical, surgical or hospital treatment.

Any work-related injury or illness should be reported to your supervisor immediately, no matter how slight or inconsequential that it may seem.

## **Employee Benefit Agreement**

HANDICARE INC. requires an employee work for 45 days in order to be eligible for benefits. At the end of that period, the employee is eligible to sign an agreement that s/he is committed to working a minimum of 36 hours per week for a minimum of one year.

Part-time employees are those working less than 36 hours per week.

Full-time employees are those working 36- 40 hours per week.

The following rules apply to employee benefits:

- Personal time begins accumulating the first day of the pay period in which the agreement is signed;
- Benefits are pro-rated per the number of hours worked per week.
- Employees must meet the 90-day grace period before personal time can be used;
- Employee benefits will stop accumulating the date the agreement is null and void.

## **Employee Insurance Benefits**

### **Life Insurance**

All contracted employees are eligible for a \$20,000 term life insurance benefit.

### **Dental Insurance**

All contracted employees are eligible to enroll in HANDICARE INC.'s dental plan. The employee is responsible for the full cost of the plan.

### **Benefits Continuation (COBRA)**

HANDICARE INC. offers coverage under our Health Plan(s) to full time active employees in eligible employment classes and their dependents

For the purposes of this policy, the term Health Plan may include many benefits which fall under the COBRA statute, including but not limited to: coverage under a traditional Major Medical plan, membership in a Health Maintenance Organization (HMO), Dental coverage, Vision coverage, coverage under a Health Flexible Spending Account (FSA) or coverage under a Health Reimbursement Arrangement (HRA).

In accordance with our insurance contract(s) and plan document(s), employees who are no longer working on a full time active basis may lose eligibility for coverage under our Health Plan(s) for themselves and their dependents.

When an employee or their dependent loses eligibility under a Health Plan, they may be eligible to continue their coverage under a Federal law called COBRA. COBRA allows for individuals who would otherwise lose their coverage to continue their coverage, on a premium paying basis, for a period of 18, 29 or 36 months depending upon the reason they lost coverage. The events that may cause a loss of coverage are referred to as "Qualifying Events."

Qualifying Events may include but are not limited to:

- Termination of the covered employee's employment for any reason other than "gross misconduct."
- Reduction in the covered employee's hours of employment.
- Covered employee becomes entitled to Medicare.
- Divorce or legal separation of the employee.
- Death of the covered employee.
- Loss of "dependent child" status under the plan rules.

HANDICARE INC. will provide a general notice of COBRA rights when you first become covered under a Health Plan. This notice contains important information regarding your rights and responsibilities under COBRA. It is your responsibility to read this notice. If you have misplaced your general notice and would like a new copy, please contact the director or finance coordinator.

In the event that you or your dependents experience a Qualifying Event, HANDICARE INC. will send you a COBRA election notice which gives you the opportunity to elect continuation coverage. **It is very important that you respond to these notices promptly as HANDICARE INC. is restricted to a limited election period in accordance with our insurance contract(s).** HANDICARE INC. cannot extend the election period for COBRA coverage or the grace period for COBRA payments.

## **ERISA**

HANDICARE INC. sponsors a variety of benefit programs for our employees. Some, but not all, of these benefit programs are governed under the Federal Law titled the Employee Retirement Income Security Act (ERISA).

HANDICARE INC. will furnish the appropriate Summary Plan Descriptions (SPD's) to all covered employees as required under ERISA. These documents will be distributed to you when you first become covered under the plan, when the plan changes and at least every 10 years if the plan does not change. If you have lost your SPD, you may request a new copy from the Human Resources Department.

HANDICARE INC. reserves the right to terminate or change our benefit plans at any time.

ERISA provides you with certain rights and protections, including:

- The right to examine plan documents, at the plan administrator's office, without charge.
- The right to obtain copies of all plan documents and other plan information upon written request and payment of reasonable copy charges to the plan administrator.
- The right to receive a summary of the plan's financial report.

Although HANDICARE INC. is the plan sponsor for all of our benefit programs, some of our plans are insured, which means an insurance company administers the plan and pays the claims. You may discuss general matters regarding our benefit plans with the director or finance coordinator such as enrollment status or costs for coverage, however, for more detailed information regarding a particular claim or pre authorization procedures, you must contact the insurance company that administers the plan.

If your claim under one of our benefit plans is denied, you have a right under ERISA to receive a notice in writing describing why the claim was denied and you may request that the claim be reconsidered. It is very important that you contact the relevant insurance company or, if the plan is not insured, the Plan Administrator to initiate this process as soon as possible. Our benefit plans include procedures for the reconsideration of a claim and you only have a limited period of time to exercise your right to request reconsideration. Please review the relevant SPD for more specific information.

## **HIPAA**

The Health Insurance Portability and Accountability Act (HIPAA) limits exclusions for preexisting conditions, prohibits discrimination against employees and their dependents based on their health status and allows for individuals who have experienced certain events to "Special Enroll" into a Health Plan sponsored by HANDICARE INC. or another company's Health Plan.

HANDICARE INC. has taken steps to ensure that the Health Plan(s) that we sponsor fully comply with the HIPAA exclusions on preexisting conditions. HANDICARE INC. has also reviewed our internal policies and procedures to ensure that we do not discriminate against employees or their dependents based upon health status. Eligible individuals may enroll in the Health Plan(s) sponsored by HANDICARE INC. regardless of current health status.

Special Enrollment rights apply under two broad sets of circumstances. The first set of circumstances relate to the loss of other health coverage. If you originally declined coverage at HANDICARE INC. because you already had other health coverage, you may have the opportunity to Special Enroll in the event that you lose that other coverage. The definition of a "loss of coverage" is quite complex. You may refer to your Notification of

Special Enrollment Rights to learn more about a loss of coverage or you may contact the Human Resources Department if you have additional questions.

The other circumstances which may trigger a special enrollment opportunity are changes in your family. In the event that you gain a new dependent as a result of marriage, birth, adoption or the placement for adoption, you may have the opportunity to Special Enroll yourself and/or the new dependent in a HANDICARE INC. Health Plan. As is the case with loss of coverage, there are special rules that regulate who may be added to the Health Plan as a result of special enrollment. You may refer to your Notification of Special Enrollment Rights to learn more about covering a new dependent.

Most Special Enrollments must be reported to us within 30 days of the event that triggered the Special Enrollment rights. For example, if you lose coverage under another employer's health plan on the 1<sup>st</sup> of the month, you must request Special Enrollment with Handicare Inc. by the 30<sup>th</sup> of the month. The same 30-day rule applies to most other Special Enrollment opportunities such as marriage. The exception to the 30-day rule is when coverage is lost under the State Children's Health Insurance Program (SCHIP) or Medicaid. A loss of coverage under SCHIP or Medicaid must be reported to us within 60 days of the event.

Coverage will generally be effective under our plan on the 1<sup>st</sup> day of the month following your notification to us. The exception to this rule relates to the birth or placement for adoption of a new child. Coverage for new children will be effective retroactive to the date of birth or date of adoption. **IT IS VERY IMPORTANT THAT YOU NOTIFY US WITHIN 30 DAYS OF A BIRTH OR PLACEMENT FOR ADOPTION.** Some employees incorrectly assume that because they are covered under a HANDICARE INC. health plan, their child will automatically be covered. Your new child will only be covered retroactive to their birth or placement for adoption if you notify us within 30 days. Due to the restrictions of our insurance contract(s), we are unable to make exceptions to this policy.

HANDICARE INC. provides all employees with a Notification of Special Enrollment Rights before they are offered coverage in the Health Plan(s) sponsored by HANDICARE INC. This notification gives you important information about your Special Enrollment rights. If you have lost your Notification of Special Enrollment Rights, you can request a copy.

If you decline enrollment under HANDICARE INC.'s plan for yourself or your dependents, we will ask you to complete a Declination of Enrollment form. This form will be kept on file to document the reason(s) why you declined coverage. Our insurance contract(s) may require that we provide them with a copy of this form in the event that you request a Special Enrollment due to loss of other coverage. We may also need evidence of the date that your other coverage was lost. The most common form of evidence is a Certificate of Creditable Coverage. A Certificate of Creditable Coverage may be automatically mailed to you when your other coverage is lost. Providing a copy of this certificate will help us ensure that your Special Enrollment is processed quickly and efficiently. If you do not have a Certificate of Creditable Coverage, there are other ways you can demonstrate the loss of other coverage.

HANDICARE INC.'s Health Plan(s) offer an annual Open Enrollment period. If you have previously declined coverage for yourself or your dependents but have not experienced a Special Enrollment event, you may have the opportunity to enroll during our Open Enrollment period. Our Open Enrollment period begins October 15th and ends November 30th each year.

### **Employee Discount on Child Care**

Full time contracted employees will receive a discount of 50% off private pay child care rates. HANDICARE INC. will accept reimbursement from the State of Iowa's child care assistance program but the 50% off discount will not be applied to the employee's parent contribution as that rate is already reduced.

## **Finance**

### **Pay Schedule**

- HANDICARE INC.'s pay schedule is semi-monthly. Paydays are the 6<sup>th</sup> and 20<sup>th</sup> of each month. If payday falls on a Saturday paychecks will be distributed on the Friday before. If payday falls on a Sunday paychecks will be distributed on the following Monday. The pay period ends on the 1<sup>st</sup> to be paid out on the 6<sup>th</sup> and on the 15<sup>th</sup> to be paid out on the 20<sup>th</sup>;
- Direct deposit is available. Forms are available in the finance office;

### **Payroll Guidelines**

It is the employee's responsibility to maintain an accurate time record in order to receive the correct pay for that pay period. When clocking in and out each day, you must follow these guidelines:

- Clock in and out daily. Employees may not clock in before or out after their scheduled time and be compensated for this time unless it is authorized by an Administrator;
- All employees are responsible for accurately recording their work hours. HANDICARE INC. reserves the right to prosecute any employee found to be falsifying any time records. Any time worked outside of an employees scheduled hours that is not authorized, will not be paid.

Falsifying examples include:

- Coming to work at 9:15a.m, but telling a supervisor you forgot to clock in at 9:00a.m;
- Agreeing to leave work early but not clocking out until your regularly scheduled time;
- Clocking in or out for a co-worker.

## **Expense Reimbursement**

Items purchased by an employee or mileage for the use of their personal vehicle may be reimbursed if the Director or finance personnel pre-approve a request.

HANDICARE INC.'s policy regarding expense reimbursement is as follows:

- All expense reports for reimbursement of purchases or mileage will be paid once a month by the 10<sup>th</sup> of each month;
- Any expense report received after the 10<sup>th</sup> of the month will not be paid until the following month;
- HANDICARE INC. reserves the right to refuse any reimbursement that is not approved before purchase.

The procedures for expense reimbursement is are follows:

- Explain your anticipated purchase to the Director or finance personnel for approval;
- Purchase items keeping in mind the best value and price;
- Obtain an expense form from the finance office;
- Complete the form and attach the receipt or a copy of the receipt, or list the number of miles traveled;
- Get a signature of approval from the Director or finance personnel;
- Submit expenses to the finance office.