
EMPLOYEE HANDBOOK

**A Manual of
Employee Benefits and
Personnel Policies**

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Introduction

Receipt of Review of Company Employee Handbook

The Employee Handbook (sometimes called a Personnel Policy Manual and referred to as the “Manual”) is a compilation of personnel policies, practices and procedures currently in effect.

This Manual is designed to introduce employees to the organization, familiarize you with company policies as they pertain to you as an employee, provide general guidelines on work rules, disciplinary procedures and other issues related to your employment, and to help answer many of the questions that may arise in connection with your employment.

This Manual and any other provisions contained herein do not constitute a guarantee of employment or an employment contract, express or implied. You understand that your employment is “at-will” and that either the employee or the employer may terminate the employment relationship for any reason, with or without cause, other than an illegal reason, and with or without notice. Only the Owner or other authorized representative(s) of the company has the authority to enter into a signed written agreement guaranteeing employment for a specific term. This Manual is intended solely to describe the present policies and working conditions. This Manual does not purport to include every conceivable situation; it is merely meant as a guideline, and unless laws prescribe otherwise, common sense shall prevail. Of course, Federal, state, and/or local laws will take precedence over these policies, where applicable.

Personnel Policies are applied at the discretion of this company. We reserve the right to change, withdraw, apply, or amend any of our policies or benefits, including those covered in this Manual, at any time. We may notify you of such changes via email, or via a printed memo, notice, amendment to or reprinting of this Manual, but may, in its discretion make such changes at any time, with or without notice and without a written revision of this Manual.

By signing below, you acknowledge that you have reviewed a copy of the Employee Handbook during orientation and understand that it is your responsibility to read and comply with the policies contained therein and any revisions made to it. Furthermore, you acknowledge that you are employed “at-will” and that this Manual is neither a contract of employment nor a legal document. The Employee Handbook copy is available also at <https://ezlearningsakron.com/employee-manual>

Signature

Date

Printed Name

Please sign and date one copy of this notice and return it to Management. Retain a second copy for your reference.

Welcome and Purpose

This Manual is designed to acquaint you with the company and provide you with general information about working conditions, benefits, and policies affecting your employment.

We are an Equal Opportunity Employer in all personnel decisions.

The information contained in this Manual applies to all employees. Following the policies described in this Manual is considered a condition of continuous employment. However, nothing in this Manual alters an employee's "at-will" status. The contents of this Manual shall not constitute nor be construed as a promise of my employment or as a contract between the Company and any of its employees. The Manual is a summary of our policies, which are presented here only as a matter of information.

You are responsible for reading, understanding, and complying with the provisions of this Manual. Our objective is to provide you with a work environment that is constructive to both personal and professional growth, and to comply with our contracts for doing business.

MISSION STATEMENT

Simply EZ is committed to exceeding our client's expectation of service and quality. We believe it is far more cost effective to invest in preventing hunger by increasing the amount of fresh and healthy foods available, rather than investing in costly treatment of chronic, diet-related diseases. We choose to have a professionally managed, technically proficient business where the highest standards of quality, value and service are expressed through individuals working as a team.

STANDARDS

- Quality Ingredients
- Maintain a Diabetic Friendly and Low Sodium Menu Plan
- Prepare and Present with Care
- Quick and Consistent Execution
- Friendly and Courteous Staff
- If you're not proud of it – don't serve it!
- Highest Standard Wins

Employment Policies

Employment Termination

1. The company and its employees share a working relationship defined as employment-at-will. Simply stated, employment-at-will means that in the absence of a specific written agreement, you are free to resign at any time, and we reserve the right to terminate your employment for any reason (which does not violate any applicable law) with or without prior notice.
2. Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are a few examples of some of the most common circumstances under which employment is terminated:
 - Resignation – voluntary employment termination initiated by an employee.
 - Termination – involuntary employment termination initiated by the company
 - Layoff – involuntary employment termination initiated by the company for non-disciplinary reasons.
3. If you wish to resign, you are requested to notify your manager of your anticipated departure date at least two weeks in advance. Of course, as much notice as possible is appreciated by the company and your coworkers. This notice should be in the form of a written statement.
4. Unused vacation time and/or personal/sick time is not paid upon termination. In the case of termination, any vacation or personal/sick time used in excess of accrued time will be deducted from your final paycheck given your prior written permission.
5. Furthermore, any outstanding financial obligations owed to the company will also be deducted from your final check given your prior written permission.
6. A meeting between you and your immediate manager will take place prior to your last day of work. A health insurance extension of benefits under COBRA regulations might be available and is offered via mail to eligible employees. Office keys, company equipment, and uniforms will be turned in prior to receiving final paycheck.
7. If you leave in good standing, you may be considered for re-employment.

Equal Employment Opportunity

It is our policy to provide equal employment opportunity to all individuals. We are committed to a diverse workforce. We value all employees' talents and support an environment that is inclusive and respectful. We are strongly committed to this policy and believe in the concept and spirit of the law. We do not hire, retain, compensate, train, promote, discharge, or otherwise discriminate against employees on the basis of race, color, religion, sex, nationality, or national origin. Further, we do not discriminate against employees on the basis of mental or physical disability, age, marital status, sexual orientation, veteran status, genetics, or with respect to any other basis protected under state or federal law.

The company maintains a zero-tolerance policy against any form of prohibited discrimination, whether conducted at the workplace, at work-related functions, or outside of the workplace when it pertains to work activities. Discrimination includes failing to pay equal wages between different classes of employees on the basis of their class, as well as failing to make reasonable accommodations for disability, or religious practices, unless such accommodation would pose an undue hardship. Further, we do not retaliate against employees for reports of discrimination or harassment at the workplace or in the course of work activities.

We are committed to assuring that:

- All recruiting, hiring, training, promotion, compensation, and other employment related programs are provided fairly to all persons on an equal opportunity basis;
- Employment decisions are based on the principles of equal opportunity. All personnel actions such as compensation, benefits, transfers, training, and participation in social and recreational programs are administered without regard to any characteristic protected by state, federal or local law; and
- Employees and applicants will not be subjected to harassment, intimidation, threats, retaliation, coercion or discrimination because they have exercised any right protected by law.

In addition, the Company has numerous policies that are designed to achieve important business objectives. We recognize, however, that an otherwise legitimate workplace policy can have unintended consequences to individuals in a particular group or class. If you feel that one of our policies adversely impacts you, you should report your issue(s) regarding the particular policy to the Company.

We believe in and practice equal opportunity. Management serves as our Equal Opportunity Coordinator and has overall responsibility for assuring compliance with this policy. All employees are responsible for supporting the concept of equal opportunity and diversity and assisting our Company in meeting its objectives. This discrimination policy covers and applies to any employee, including management, owners, clients, customers, guests, vendors, or any other person doing business with us whether directly or indirectly.

You may discuss equal employment opportunity related questions with your manager.

Agency Contract Compliance

The company and its employees will abide by the rules and regulations established by their Area Agency on Aging, as administered by the Ohio Department on Aging.

- We will only bill and be reimbursed for documented services as authorized in the consumer's Service Plan.
- We agree to keep all Program files along with client records in a safe storage place for six years or until an audit is completed (whichever is later).
- We will retain all pertinent information regarding taxation, employee records, and administrative tasks for internal audit for at least seven years.
- Our staff will not furnish service to a consumer if the staff member is the consumer's spouse, parent, stepparent, legal guardian, power of attorney, or authorized representative.
- We will retain all pertinent information regarding taxation, employee records, and administrative tasks for internal audit for no less than seven (7) years. Franchisees may retain records longer if required under federal or state law.
- We will disclose the identity of any person who is an owner or has control over the agency if that person has been convicted of a felony under state law or federal law.
- We will provide at least a 30-day notice before last date of service if we are terminating a consumer's delivery of meals.

All personnel who will be in direct contact with clients will be screened for compliance of criminal background investigation through the Bureau of Criminal Investigation according to the rules established and explained in OAC 173-9-01 to 07, background investigations of Passport agencies. Every employee will receive annual written notice explaining conduct for which the employee may be placed on the abuser registry list. Employees who are engaged in a direct service position must report in writing to us that he/she is formally charged with, convicted of, or pleads guilty to any of the offenses listed in Section E of 5126.28 of the Revised Code within fourteen calendar days after the date of such charge, conviction, or guilty plea.

Training Plan

SS 3.5.1 The Provider shall implement, follow, and document a training plan, in addition to the orientation required by the Conditions of Participation, for all personnel (including volunteers) who participate in food preparation, food handling, and/or food delivery. The training should provide each staff member a minimum of four hours of continuing education annually, and must develop skills and abilities in the following areas as relevant to job duties:

- Sensitivity to the needs of persons who are elderly and/or disabled
- Handling emergencies
- Food preparation (when applicable)
- Special meal preparation and service, such as therapeutic diets, when applicable
- Meal service and meal delivery
- Food safety and food service sanitation
- Handling hazardous materials (when applicable)

If an employee cannot make the class on the day scheduled (for emergency reasons only), your supervisor will be required to go over the items with you.

Confidential Information and Company Property

During your employment, you may have access to confidential and proprietary data which is not known by competitors or within the home delivered meal business generally. This information (hereinafter referred to as "Confidential Information") includes, but is not limited to, data relating to the company's menus and servicing programs, procedures and techniques; the criteria and formula used by the company in pricing its products and services; the structure and pricing of product that the company has negotiated; lists of customers and prospects; the identity, authority, and responsibilities of key contacts at company accounts; the composition and organization of accounts' businesses; the peculiar risks inherent in their operations; sensitive details concerning the structure, conditions, and extent of their existing products and services; contract expiration dates; service arrangements; proprietary software, Web applications and analysis tools; and other data showing the particularized requirements and preferences of the accounts. This Confidential Information constitutes a valuable asset of the company, developed over a long period of time and at substantial expense.

A copy of our Confidentiality Agreement will be read, understood and signed by every employee prior to employment.

To protect the company's interest in this valuable asset, you must (a) not use any such Confidential Information for your personal benefit or for the benefit of any person or entity other than the company, and (b) use your best efforts to limit access to such Confidential Information to those who have a need to know it for the business purposes of the company. In addition, you should minimize those occasions on which you take documents, computer disks, or a laptop containing such Confidential Information outside the office. On those occasions where it is necessary, consistent with the best interests of the company and doing your job effectively, to take documents, a computer disk, or a laptop containing Confidential Information outside the office, all appropriate precautionary and security measures should be taken to protect the confidentiality of the information.

During the course of your employment with the company, you will be provided and/or will generate correspondence, memoranda, literature, reports, summaries, manuals, proposals, contracts, customer lists, prospect lists, and other documents and data concerning the business of the company. Any and all such records and data, whether maintained in hard copy or on a computer disk, computer hard drive, computer tape, or other medium is the property of the company, regardless of whether it is or contains Confidential Information. Upon termination of your employment at the company, you are required to return all such records to the Company and may not retain any copy of any such records or make any notes regarding any such records. We reserve the right to search for such information and property in personal items while on company premises such as vehicles, purses, briefcases, etc.

Conflicts of Interest

All employees have a duty to further the company's aims and goals, and to work on behalf of its best interest. Employees should not place themselves in a position where the employee's actions or personal interests may be in conflict with those of the company. Examples include soliciting or profiting from our client/prospect base or other company asset for personal gain, acting on behalf of the company in servicing or obtaining a client and limiting the best solution for the client/prospect for personal financial gain, and acting as director, officer, employee, or otherwise for any business or institution with which the company has a competitive or significant business relationship without the written approval of the Owner.

A copy of our Code of Ethics will be read, understood and signed by every employee prior to employment.

Employees should report to their manager any situation or position (including outside employment by the employee or any member of the employee's immediate household) which may create a conflict of interest with the company.

Signature

Date

Policy for Reporting a Consumer Incident

Company delivery drivers shall have in their possession at all times a Report for Unusual Occurrences form, to be completed by the driver and called in immediately to the office. The office (provider) will then contact the consumer's case manager no later than one business day after the provider is aware of the incident. Evidence of this notification will be filed within the consumers file with a duplicate copy in a binder to be kept in the office.

The company will notify the consumer's Case Manager within one (1) business day if the company does not furnish an authorized service at the time and date authorized by the Case Manager; service not furnished or change in approved service; change of consumer's address; consumer's physical, mental, or emotional status changes; changes in the consumer's environmental conditions, or health and safety issues.

We will report to the consumer's Case Manager with one (1) business day any significant changes affecting consumer behavior that may affect consumers service needs including a consumer's refusal.

We will immediately, or as soon as possible within one (1) business day, report to both the consumer, Case Manager, AAA, JFS, ODH or other appropriate agency any suspected abuse, neglect and exploitation.

If the company deems it necessary to terminate services to a consumer, written notification will be sent to the consumer and Case Manager thirty (30) days prior to the last date of service.

Employee Printed Name

Employee Signature

Date

Policy for Reporting Bed Bugs and Pests

If any employee becomes aware that a person or place with which our company physically interacts hosts bed bugs, pests, or other perilous creatures, that employee must immediately notify management. Such creatures may include, *but are not limited to*: bed bugs, cockroaches, fleas, scabies, lice, feral rats or mice, any insects feared to be poisonous, snakes or any other reptiles feared to be venomous, dangerously aggressive household pets, or occupy an environment that could be considered a health risk.

Management will immediately report this to the consumer's Case Manager, or any applicable third party, and collect as much information about the reported situation as possible. An Unusual Occurrences Form will be completed and forwarded to the Case Manager and filed in the consumer's file. Management, along with the Case Manager, will be responsible for determining the necessary preventive measures to limit contamination among the employee, including alternative delivery arrangements if necessary.

After a determination has been made regarding the most appropriate location for delivery, each affected consumer and Case Manager will be notified, or of a cancellation of future deliveries depending on the extent of infestation. We will maintain scheduled deliveries if the delivery process can be completed without contamination or excess exposure to our delivery staff. Kitchen staff will be instructed to enclose all foods which are intended for delivery to that residence, in approved plastic bags, to assist the efficient delivery and to shield the delivery equipment from contamination. Further, the driver will be instructed to:

- Refrain from entering the infested residence, including the front or primary door to the property. In the case of a residence consisting of multiple dwellings or units, such as an apartment, condominium or similar, the driver shall meet the consumer in a common area, such as a lobby or vestibule.
- While making alternative delivery arrangements, it will be the responsibility of the driver to call the consumer prior to arriving to notify them of the modified delivery.
- After delivery, the driver will be responsible for thoroughly inspecting and/or cleaning any delivery boxes taken to the infected residence.
- Upon returning to the kitchen, the driver will notify staff of which box(es) was taken to the residence. Kitchen staff will re-inspect and/or re-clean the boxes if necessary.

Employee Printed Name

Employee Signature

Date

Policy for Liability Claims and Customer Grievance's

All company drivers are BCI and/or FBI certified, and bonded up to \$10,000 for any damage to the consumer's property, through the company.

Any report of theft and/or personal injury by a consumer will be reported to upper management so that an agency investigation can be initiated. Management will conduct an investigation to determine the facts of the situation, and if there is a damage amount deemed excessive, the insurance company will be notified. The insurance company will assign a claims adjuster to investigate the claim. Management may elect to handle the damage without the insurance company's involvement. Management will follow up with the consumer for resolution. An Incident Report will be completed by the driver and management, and the case manager will be notified within one (1) business day.

If a consumer has any questions, concerns, or complaints regarding their meal components or delivery, they are encouraged to call the office to speak directly with management. The issue is then documented on the phone log and resolved immediately. If the complaint is of a serious nature, an Incident Report form shall be filled out and the consumer's case manager and additional appropriate agencies notified.

The company sends annual surveys to the consumers to receive feedback regarding the quality of our food, office staff, delivery drivers and overall satisfaction.

I-9 Immigration Reform Policy

The company complies with the Immigration Reform and Control Act, employing only those persons who are legally eligible to work in the United States.

The company complies with the Immigration Reform and Control Act of 1986 by employing only United States citizens and non-citizens who are authorized to work in the United States. All employees are asked on their first day of employment to provide original documents verifying the right to work in the United States and to sign a verification form required by federal law (USCIS Form I-9). If an individual cannot verify his/her right to work within three days of hire, we must terminate his/her employment immediately.

Current forms for employees is at the end of this handbook.

Workplace Conduct

Complaint Policy

The Company encourages all individuals to report any incidents of unlawful discrimination, sexual harassment, other harassment, retaliation or denial of accommodation immediately so that complaints can be quickly and fairly resolved.

If you believe that you have been the victim of discrimination, harassment (including sexual harassment), retaliation, and/or denied accommodation (for your disability, pregnancy, childbirth, or related medical condition, or for your religious belief and/or religious practice), you should report this problem to your immediate supervisor or any other member of management. In a case where your complaint may involve your immediate supervisor, you should notify any other member of management.

Your complaint should be as detailed as possible. You will be asked to provide the details of the incident(s) that occurred, and the names of all individuals involved and any witnesses. It would be best to communicate your complaint in writing, but this is not mandatory.

Supervisors and managers will refer all complaints involving discrimination, harassment or other prohibited conduct to Human Resources. Upon receipt of a complaint, Human Resources will immediately undertake an effective, thorough and objective investigation of the allegations. All complaints will be investigated.

Investigations will be confidential. Information obtained during the complaint procedure and investigation will be only shared with those individuals on a need-to-know basis or as required by law. A Company representative will advise all parties concerned of the results of the investigation.

If the Company determines that discrimination, harassment or other prohibited conduct has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the Company to be responsible for discrimination, harassment or other prohibited conduct will be subject to appropriate disciplinary action, up to and including unpaid suspension and/or termination of employment.

The Company will not retaliate against you for filing a complaint and will not tolerate or permit retaliation by management, employees, co-workers, or third parties.

Disciplinary Action Policy

The company reserves the right to terminate an employee at any time for any lawful reason with or without prior disciplinary counseling or notice. Nothing in this Handbook or any other company document is intended to:

- Modify this “at-will” employment,
- Promise progressive discipline or disciplinary counseling,
- Promise notice in circumstances where we consider immediate termination or discipline to be appropriate.

Disciplinary actions may entail verbal, written, final warnings, suspension, or termination. All of these actions may not be followed in some instances. We reserve the right to exercise discretion in discipline. Prior warning is not a requirement for termination. If you are disciplined in writing, copies of your warnings are placed in your personnel file.

The company reserves the right to take any disciplinary action it considers appropriate, including termination, at any time. In addition to those situations discussed elsewhere in this handbook, listed below are some other examples where immediate termination could result. This list is general in nature and is not intended to be all-inclusive:

- Discourtesy to a customer, provider, or the general public resulting in a complaint or loss of good will.
- Refusal or failure to follow directives from a supervisor, manager, or an owner.
- Breach of confidentiality relating to employer, employee, and customer, or provider information.
- Altering, damaging, or destroying company property or records, or another employee’s property.
- Dishonesty.
- Providing false or misleading information to any company representative or on any company records including employment application, benefit forms, timecards, etc.
- Fighting or engaging in disorderly conduct on company or customer’s premises.
- Violations of any employment policies including, but not limited to, confidentiality, security, solicitation, insider trading, conflict of interest, and code of conduct.
- Conduct or performance issues of a serious nature.
- Failure of a drug or alcohol test.

The company recognizes that personal issues can sometimes affect your performance. The Employee Assistance Program (EAP) might be available to employees and their families to provide confidential help with a wide variety of personal problems, issues, and concerns.

Signature

Date

Use of EAP services, however, does not excuse you from complying with company policies or procedures, or from achieving job requirements or expectations during or after receiving EAP assistance. Nor will participation in the EAP prevent the company from taking disciplinary action when warranted.

NOTE: EAP may not be available at all locations. You must check with your health insurance provider before offering this.

Violence-Free Workplace

It is the company's policy to provide a workplace that is safe and free from all threatening and intimidating conduct. Therefore, we will not tolerate violence or threats of violence of any form in the workplace, at work-related functions, or outside of work if it affects the workplace. This policy applies to employees, clients, customers, guests, vendors, and persons doing business with us.

It will be a violation of this policy for any individual to engage in any conduct, verbal or physical, which intimidates, endangers, or creates the perception of intent to harm persons or property. Examples include but are not limited to:

- Physical assaults or threats of physical assault, whether made in person or by other means (i.e., in writing, by phone, fax, text, or e-mail).
- Verbal conduct that is intimidating and has the purpose or effect of threatening the health or safety of a co-worker.
- Possession of firearms or any other lethal weapon on company property, in a vehicle being used on company business, in any company owned or leased parking facility, or at a work-related function. If a person has a concealed carry permit and intends to bring a firearm to work, the most recent laws pertaining to this will be enacted.
- Any other conduct or acts which management believes represents an imminent or potential danger to workplace safety/security.

Anyone with questions or complaints about workplace behaviors which fall under this policy may discuss them with a supervisor or management. We will promptly and thoroughly investigate any reported occurrences or threats of violence. Violations of this policy will result in disciplinary action, up to and including immediate termination of employees. Where such actions involve non-employees, we will take action appropriate for the circumstances. Where appropriate and/or necessary, we will also take whatever legal actions are available and necessary to stop the conduct and protect employees and property.

Employee Signature

Printed Name / Date

Employee Benefits

COBRA Benefits

The company complies with the federal law, Consolidated Omnibus Budget Reconciliation Act of 1985, P.L. 99 272, and later amendments, otherwise known as COBRA. Covered employees and their dependents who lose insurance coverage for any of the following reasons are eligible to continue their coverage through COBRA: termination, reduction in working hours, divorce or legal separation, death of the employee, eligibility for Medicare or loss of dependent child status under the insurance plan. All administrative rules and processes as well as changes in plan benefits and premiums apply to those on continuation coverage.

In the event of divorce or legal separation, or the loss of dependent child status under the plan, a covered employee or dependent must notify management within 60 days to maintain the right to continue coverage. At that time, management will provide enrollment materials to the employee or covered dependent within 14 days of that notification.

The covered employee or dependent has 60 days to elect continuation of coverage from either the date that coverage would ordinarily have ended under the plan by reason of a qualifying event or the date of notification, whichever comes later. Election of continuation of coverage is established by completing and returning enrollment materials to management.

COBRA premiums will be billed by the applicable insurance provider, and the first premium will be due within 45 days of the date of election. Subsequent premiums must be received within the terms set forth by the provider. Failure to make timely payments will result in termination of coverage without notice.

Continuation of COBRA coverage will end for any of the following reasons: the company discontinues its insurance plan, the premium payment is not made in a timely fashion, and the person who elected continuation of coverage becomes covered under another insurance plan or Medicare. Continuation coverage will end after 18 months if the qualifying event was termination or reduction in hours, unless the qualified beneficiary is disabled at the time of termination or reduction in hours, in which case coverage may extend to 29 months. Continuation coverage will otherwise end after 36 months.

NOTE: State COBRA Laws differ—check with your legal advisor to make sure that the provision in your handbook is in compliance with your state and federal COBRA laws. COBRA is not applicable to all locations.

Employer-Offered Insurance

The company provides group carrier health, dental and vision insurance plans to all full-time (over 30 hours per week) employees that request it. Benefits are determined based on the job classifications found in this manual. For questions or information regarding eligibility please contact your company's health insurance administrator.

Insurance coverage begins on the first day of the first month following 90 days of full-time employment. Employees who wish to enroll after 90 calendar days of full-time employment may do so on the annual renewal date of the company's policy or with a qualifying event. Current part-time employees who become full-time employees will be notified by management when they are eligible to enroll.

As a result of termination, reduction in work hours, injury or illness or in the event that an employee is on a military, jury duty or other leave of absence, an employee may be eligible to continue the company's group coverage by paying a monthly premium, with insurance company approval and up to the maximum number of days in the insurance company plan. If the employee satisfies eligibility requirements for coverage continuation and is terminated, has his/her work hours reduced, is on a leave of absence for a work-related injury or illness, is on an approved military leave or is on an approved jury duty leave, the company will continue its contribution for one month. For continuation of coverage after that point in time, the employee is responsible for the full payment of the premium.

Employees are urged to consult the insurance summary plan description for details of the plan benefits. The plan document controls payment of any benefits.

Group insurance is an employee benefit in which an employee is not required to enroll. There will be no increase in wages if an employee waives coverage. For inquiries, contact the accounting department.

Time Away From Work

Critical Illness Policy

The company realizes that employees with contagious temporary illness, such as influenza, colds and other viruses need to continue with normal life activities, including working. In deciding whether an employee with an apparently short-term contagious illness may continue to work, the company considers several factors. The employee must be able to perform normal job duties and meet regular performance standards. In the judgment of the employer, the employee's continued presence must pose no risk to the health of the employee, other employees and our consumers. If an employee disputes the company's determination that such a risk exists, the employee must submit a statement from his or her attending health care provider that the employee's continued employment poses no risk to the employee, other employees or our consumers.

Supervisors are encouraged to remind employees that the company provides paid sick leave to cover absences due to contagious temporary illness. All employees are urged to contact management regarding questions about the possible contagious nature of another employee's temporary illness.

Federal Family and Medical Leave

To comply with federal law, the company follows the attached FMLA guidelines.

Funeral Leave Policy

We have taken into consideration the personal needs that arise from the death of an **immediate** family member. Full-Time employees will be allowed leave up to three days with full pay until and including the day of the funeral. Part-Time employees will be prorated based on average hours per week worked over last 12 months. Funeral leave pay will not be granted to employees attending a funeral during periods when, for other reasons, they are not at work, such as vacation, holidays, and illness.

Immediate family is understood to include father, mother, spouse, partner, child, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, or any relative who lives with the employee.

Jury Duty

While it is the duty of every citizen to serve on a jury when called, the company recognizes that this often means the loss of income. The company will pay the difference between the jury pay and regular wages for up to five workdays when you are unable to report to work due to jury service.

The above statement applies provided that you:

- Show your supervisor your summons to serve on a jury prior to the time that you are scheduled to serve.
- Furnish your supervisor with evidence of having served on a jury for the time claimed.

Jury absence will be noted on your timecard. Actual time spent on jury duty will not be counted as hours worked for the purpose of computing overtime pay.

This benefit cannot be applied to any court appearances other than jury duty unless such appearance is related to your employment.

Employees are expected to notify a supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. Written verification from the court clerk of having served is required.

You will be expected to work your regular schedule on any day you are not required to be present in court. You are also expected to work the remaining part of any scheduled shift if excused from jury duty in time to return to the workplace prior to the end of the shift.

Employees may retain any mileage allowance, or related fees, paid by the court for jury service.

Retaliation against employees requesting leave under this policy is strictly prohibited.

Military Leave

Per federal law, an employee is entitled to time off at full pay for certain types of active or inactive duty in the National Guard or as a Reserve of the Armed Forces.

Any full-time Federal civilian employee whose appointment is not limited to one (1) year is entitled to military leave. Military leave under 5 U.S.C. 6323(a) is prorated for part-time career employees and employees on an uncommon tour of duty.

Please refer to current federal guidelines for more information.

Religious Observances

Federal and state equal opportunity laws require employers to accommodate the religious beliefs of employees, but do not require them to provide paid leave.

We must reconcile employees' religious obligations with the requirements of running a business and serving customers. Supervisors will authorize schedule changes and/or additional use of vacation leave, PTO, or unpaid leave, only where the requested arrangement, in the supervisor's judgment, neither prevents the requesting employee from meeting the requirements of the job nor unfairly burdens other employees.

Employees who need time off for religious observance should request leave from their supervisors at least two weeks in advance. Time off is granted only with prior approval but will not be unreasonably withheld.

Lunch and Rest Periods

Lunch Periods

Kitchen and office employees are allowed an unpaid half hour lunch break and are expected to punch out and back in. Lunch breaks generally are taken between the hours of 11:00am and 1:00pm. If an employee works over 5.5 hours and does not punch out for a lunch break, a half hour will be deducted from their timecard, unless their supervisor or upper management notes "no break".

The schedule for meal periods should be established on the basis of work requirements in each location. Staggered meal periods may be necessary. Supervisors should be sure that each location is adequately staffed and that someone with authority to resolve minor problems is available at all times. Drivers are expected to take no more than a half hour break and must leave the vehicles running with full air conditioning while away from the vehicle. An extra set of keys is provided to lock the vehicle.

NOTE: All employees must wash hands before returning to work.

Rest Periods

Two paid rest periods of 5 to 10 minutes after each five-hour shift will be permitted each day. The schedule for these breaks depends completely on the needs of each office.

Rest periods are considered time worked, and employees will receive compensation for such periods.

Signature

Date

Attendance Policy

Simply EZ Home Delivered Meals of Northeast Ohio

Attendance and Punctuality Standards

Employees are expected to report to work as scheduled, on time and prepared to start work. Employees are expected to work on a regular and consistent basis. Employees are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on Company authorized business. Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided. Excessive unexcused absenteeism may result in disciplinary action, up to and including unpaid suspension and/or termination of employment.

When you are unable to work owing to illness or an accident, please promptly notify your supervisor. You must inform the Company that you will not be able to report to work prior to the start of your shift. In all cases of absences or tardiness, employees must provide their supervisors with an honest reason or explanation. Failure to notify the Company prior to your scheduled start time will be considered a no-call, no-show by the Company. **In the event your immediate supervisor is unavailable, you must speak with a manager. Leaving a message with another staff member or on voicemail does not constitute an accepted notification of absence.** If you do not report for work and the company is not notified of your status, it will be assumed after three consecutive days of absence that you have resigned, and you will be removed from the payroll, unless there are extenuating circumstances.

A doctor's note may be required, at the Company's discretion, for any absence due to illness or injury. Failure to comply with such a request may be cause for disciplinary action, up to and including termination. The Company may also request a corroborating statement from a Company-appointed physician at the Company's expense. Personal appointments should be scheduled during non-work hours unless approved in advance by your supervisor.

If you become ill at work or must leave the office for some other reason before the end of the workday, be sure to inform your supervisor of the situation.

You will be compensated for authorized absences according to the provisions described in this Manual. Authorized absences beyond the time allowed under that policy are authorized without compensation.

In the event of inclement weather, we remain open for business during regularly scheduled working hours. You are expected to report for work in inclement weather if it is at all possible to do so safely. In the event we close due to inclement weather, someone will contact you. Please keep your work group and manager informed on how to reach you on such occasions. See also, Inclement Weather Policy.

Simply EZ Home Delivered Meals of Northeast Ohio PTO (Paid time off) Policy

Paid time off (PTO):

Paid time off is time you elect to use for the following reason:

- Physician and dental appointments for yourself or a family member.
- Time away from work when either you or a family member are sick.
- Time away from work for any personal reason.

Employees will accumulate based on your longevity with the company. The schedule below will provide you with a guideline. Management requests advanced notice for Scheduled appointments as far in advance as possible. At the end of each year, unused PTO will be paid out at your regular hourly rate. Employees will have the option to carry over 16 hours of unused PTO into the next year; however, ALL CARRIED OVER PTO MUST BE USED WITHIN 6 MONTHS (I.E. BY JULY 1ST) OR IT IS FORFEITED.

PTO Accrual Chart:

Year 0-1	1 Hour of PTO for every 100 hours worked (after 90 days of employment)
Year 2-9	2 Hour of PTO for every 100 hours worked (after 90 days of employment)
Year 10-19	4 Hour of PTO for every 100 hours worked (after 90 days of employment)
Year 20+	6 Hour of PTO for every 100 hours worked (after 90 days of employment)

All requests off must be made prior to the requested day off, in writing, to the supervisor in charge. Any deviation of this is strictly at the discretion of the supervisor.

If you are needing time off and it is less than one month from the requested date, you must find your own replacement or trade with another employee. Management must be made aware of any traded shift or coverage and approve it to avoid disciplinary action.

Any exemptions to the above policy will be handled on a case by case basis and the decision of management will be final.

Vacation Policy

Regular, full-, and part-time employees begin earning vacation leave on the date of employment, however, no paid vacation days will be granted until the first full year of employment is completed. Each employee will be paid based on their average of hours worked per week. Any unused vacation time does not roll over into the next year; nor does it pay out at the end of the given year.

Procedure

All employees are required to submit a written request for vacation leave at least 1 month prior to the day they wish their vacation to begin. This form should be submitted to the department supervisor/manager, who will forward it to management for approval. Supervisors/managers will resolve conflicting leave requests within a department by considering factors such as:

- Department staffing needs
- Seniority
- Length of desired vacation
- Elapsed time since employee's last 5-day (or longer) vacation

Employees

After the one-year anniversary date of employment, employees are permitted a one-week paid vacation. The department manager must approve the use of leave without pay to extend a vacation.

Years 2 to 4	1-week paid vacation
Years 5 to 9	2 weeks paid vacation
Years 10 to 14	3 weeks paid vacation
Years 15+	4 weeks paid vacation

Management

Management is eligible for two weeks paid vacation after their one-year anniversary of employment. Management's future vacation times will reflect the years shown above, with the one added week of vacation.

EMPLOYEE SIGNATURE: _____ Date: _____

Time Off to Vote

We encourage all employees to fulfill their civic responsibilities by participating in elections.

Generally, employees are able to find time to vote either before or after their regular work schedules. If you are unable to vote in an election during non-working hours, the Company will grant you a reasonable amount of time off to vote. You should request time off to vote from your supervisor at least two working days before Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

Information & Office Security

Emergency Action Plan

Purpose

To proactively protect the health and safety of the company and all employees.

Practice

We recognize that our people drive our business. As our most critical resource, employees are safeguarded through training, provision of appropriate work surroundings, and procedures that foster protection of health and safety. No duty, no matter what its perceived result, is more important than employee health and safety.

General Guidelines in an Emergency

Stay calm and think through your actions.

Know important emergency numbers:

- Fire/Police/Ambulance 9-1-1
- Management cell numbers

Be aware of your surroundings.

- Know where exits are located.
- In the event of any emergency, do not take elevators, use only stairs.
- Do not hesitate to call/alert others if you believe that an emergency is occurring.

Fire

Evacuation:

- Employees are notified of a fire by either the fire alarm system or paged announcement.
- Upon hearing the alarm, immediately evacuate the building using the closest exit, do **not** use the elevators. Do not delay evacuation to get your coat, personal belongings, finish a phone call, or wait for friends.
- Management should be the last persons to leave the area. Management should check in conference rooms, lavatories, coolers, freezers and offices to be sure all employees have evacuated. All doors should be closed after management clears an area.

- Any employee having mobility, visual, hearing, or other conditions that may hinder them from becoming aware of an emergency or evacuation, should disclose their condition to management at the time of hire so that special assistance can be rendered at time of emergency.
- If any employee or known guest/visitor is missing, immediately report the missing person's name to a manager who will in turn report it to the proper company and civil authorities.
- All employees who are not members of a response team should stay together in the location deemed appropriate, so periodic updates on the situation can be communicated. Do not go home, wait in your car, return to the building, or go to another building unless directed by management to do so.

If you discover a fire:

- Alert other persons in the immediate hazard area.
- Activate the nearest fire alarm, call 911.
- If you have been trained to use a fire extinguisher, following these instructions:
 - Pull the safety pin
 - Aim the nozzle at the base of the fire
 - Squeeze the operating lever
 - Sweep side to side, covering the base of the fire

When using a fire extinguisher, always stay between the fire and an exit. Never feel that using a fire extinguisher is required. If the fire is too hot, too smoky, or you are frightened, evacuate immediately.

Medical Emergency

- Upon discovering a medical emergency, call 9-1-1.
- Notify management.
- Stay with the ill/injured person. Be careful not to come into contact with any bodily fluids unless properly trained and protected.
- Send one person to alert management so they can notify family members of the ill/injured person.
- Employees in the immediate vicinity of the emergency, but not involved in the emergency effort, should leave the area.

Severe Weather

- In the event severe weather conditions occur at a time when you have not yet reported to work (or are not at work), you should report to work unless otherwise notified, if able to do so safely.
- The receptionist will monitor a weather alert radio. If a severe weather warning is issued, (s)he will immediately page an announcement:
- Employees should immediately seek shelter in the main hallways or exit stairways away from all windows.
- The receptionist will take the weather radio with him/her. When the severe weather warning is cancelled, (s)he will send management to advise that it is safe to return to office areas.

Workplace Violence

- Any employee who feels that (s)he has been threatened should immediately report their concern to their manager.
- If you observe anyone exhibiting threatening behavior or making threatening statements, warn others in the area and immediately notify management. Stay away from the person exhibiting the threatening behavior.
- Depending upon the level of concern, 9-1-1 may be called immediately.
- Never attempt to confront any person exhibiting threatening behavior.
- If you have reason to believe that events in your personal life could result in acts of violence occurring at work, you are strongly urged to confidentially discuss the issue with management so that a prevention plan can be developed

Consumer Emergencies

In the case of a mental or physical emergency, your main purpose is to get help to the consumer as soon as possible. Contact the office immediately with the emergency. Upon arrival back to the office, fill out an Incident Report Form which is within your clipboard, or at the office.

If you discover a consumer is in an emergency situation and believe immediate professional help is needed, call 911. If you are at the consumer's home, call from the cell phone provided by the company. Remember, DO NOT touch the consumer unless it is life threatening not to.

Emergencies requiring immediate attention:

- The consumer is very ill
- The consumer has fallen (do not try to pick up or move the person)
- The heat is off during cold weather
- The electricity is off (no refrigerator working)
- You smell gas in the home
- The client exhibits strange behavior or is confused

If you are not certain whether there is an emergency, call the office immediately so that further action may be taken. Make a note about the situation and your actions on the “Incident Report for Unusual Occurrences” located in the back of your clipboard. Upon return to the office, make sure a staff member understands what happened and initials it for further follow-up with the case manager.

Do not under any circumstances move or lift a consumer who has fallen.

Emergency Closings

The Company will always make every attempt to be open for business during normal operating hours.

If the office is officially closed during the course of the day to permit employees to leave early, nonexempt employees who are working on-site as of the time of the closing will be paid for a full day. If you leave earlier than the official closing time, you will be paid only for actual hours worked, or you can take PTO/vacation time.

Exempt employees will be paid for a normal full day but are expected to complete their work at another time.

Facility Access & Visitors

We want to ensure that everyone and everything is safe and secure at a minimum inconvenience to you. All entry doors to our facility are to remain locked all day with the exception of the main entry door. Main entry is open from 7:00 a.m. until 4:00 p.m. Monday through Friday.

All visitors are to be escorted by authorized personnel to ensure proper client confidentiality. Please do not allow visitors to roam the premises unattended.

General Computer Usage Policy

General Usage

The company requires a General Computer Usage Policy to accomplish its business objectives in a secure and timely manner. Instituting such a policy demonstrates the commitment the company has to safeguard corporate information assets. That commitment must extend from every individual involved in business operations.

- All data on information systems is classified as company proprietary information.
- Any attempt to circumvent security procedures is strictly prohibited.
- Unauthorized use, destruction, modification, and/or distribution of the company's information or information systems is strictly prohibited.
- All information systems will be subject to monitoring and auditing at all times. Users acknowledge that they have no expectation of privacy with regard to their activity on information systems.
- Use of any information systems or dissemination of information in a manner bringing disrepute, damage, or ill- will against the company is not authorized.
- Individual passwords will be kept strictly confidential. In no situation should a username and password be given to another individual.
- Misuse, as defined in this policy, will be handled directly with the offender and could include disciplinary action up to and including discharge.

Internet Usage

Internet usage is provided to office staff and management only to conduct work-related business. Incidental and occasional personal use is permitted. This privilege should not be abused and must not affect a user's performance of employment related activities. Non-business Internet activity will be restricted to non-business hours.

E-mail Usage

E-mail accounts are provided to employees to conduct work-related business as needed. While this resource is to be used primarily for business, the company realizes that employees may occasionally use this privilege for personal matters, and therefore permits limited personal e-mail during non-business hours.

- All e-mail on the company information systems, including personal e-mail, is the property of the company. As such, all e-mail can and may be periodically monitored.
- Outgoing and incoming e-mail of an offensive, pornographic, or otherwise inappropriate nature is strictly prohibited. Violations of this may result in disciplinary action, up to and including termination of employment.

Desktop Services

The company strictly prohibits the downloading of software from the Internet because of significant risk of infecting the systems with a virus and the unreliability of such downloaded software. All information systems will be subject to periodic inventory and inspection for compliance.

Employee Signature

Printed Name / Date

Recording Devices Prohibited

The company prohibits the use of any type of recording devices, including through personal cell phones, on company property and/or during working hours unless specifically permitted by the company. The company prohibits the use of picture phones or any other camera or device that may capture visual images without the company's prior written permission. The use of picture phones or other recording of visual images is specifically prohibited in restrooms, or any other area where members of the public or coworkers would enjoy a reasonable expectation of privacy and in any areas in which sensitive or closely guarded corporate or business materials are used or housed.

The use of tape recorders, Dictaphones or other types of voice recording devices anywhere on Company property, including to record conversations or activities of other employees or management, or while performing work for the Company is also strictly prohibited, unless all parties to the conversation consent to such recording and the device was provided to you by the Company and is used solely for legitimate business purposes. Any employee found in violation of this policy will be subject to discipline up to, and including, termination of employment and may also be subject to prosecution to the fullest extent permitted under the law.

Nothing in this policy should be interpreted as restricting employee rights and activities under the National Labor Relations Act, such as engaging in legitimate protected concerted activity, or interpreted or applied to prevent employees from reporting legitimate safety concerns.

Signature

Date

Social Media Policy

Social media enables information to spread very quickly, employees must consider how it can impact the company if not used with caution. Any use of social media referring to the company must obtain company approval prior to use.

Social media are websites, smart phone applications, and other online means of communication that are used by people to share information, ideas, personal and instant messages, and other content such as pictures or videos, on networks like Facebook, Twitter, Instagram, LinkedIn, and other sites.

We are aware that employees may engage in social media for personal use, however, they are responsible for the content they post through social media channels. Employees must avoid use of social media including content regarding the company that gives the appearance of being published on behalf of the company. Accordingly, as an employee, your use of social media should not identify with the company or pose as being written or authorized by the company, including, but not limited to mention of:

- Insider information
- Trade secrets or confidential information
- Business results or setbacks
- False statements about the company or its employees

Additionally, you should not make use of any company property, such as logos, trademarks, images, or any likenesses thereof. When using social media, employees must choose language carefully and should not use harassing, discriminatory, profane, or offensive language. Employees must be vigilant and refrain from violating any laws, such as copyright, trade secret, trademarks, confidentiality, or personal privacy laws.

General Practices

Dress Code

Our employees must maintain standards of dress and appearance appropriate to the organization as a whole and your individual position responsibilities. Dress, grooming, personal cleanliness, and professional behavior standards are essential. While performing duties for our organization employees are expected to dress in attire appropriate to the business environment and to behave in a professional and businesslike manner at all times.

Guidelines:

- As a general rule, drivers will wear company provided hats, jackets and shirts. Kitchen staff may wear jeans, khakis, t-shirts, long sleeved shirts and closed toe shoes.
- We ask that at all times employees make certain that their appearance is well groomed and clean, and that clothing is appropriate, neat, clean, and well-fitting.

Inappropriate Attire or Appearance Includes:

- Long fingernails or nail polish (including clear)
- Casual shorts, leggings, jogging or sweat suits/socks, shorts above the knee, tank tops or sleeveless shirts.
- Sundresses, capri pants, skirts or crop tops.
- Shoes without socks or nylons, open toed shoes, sandals, or flip flops.
- Any clothing or head ware item displaying an offensive comment or graphic illustration; logo clothing including sport teams, cartoon characters, etc.
- Jewelry is not allowed while working in the kitchen with the exception of a plain band, nor facial jewelry such as nose rings, etc. All facial hair must be covered.
- Any other attire or appearance we deem to be inappropriate to the business environment.
- If an employee is unclear about our dress and appearance guidelines, they are encouraged to consult with their manager. If an employee reports to work in questionable attire or appearance, a notification and/or discussion will occur with the employee to advise and counsel them regarding the inappropriateness of the attire. Depending upon the circumstance the employee may also be sent home and directed to return to work in proper attire. Any work time lost will be expected to be made up by the employee. Continued or frequent departures from these guidelines will not be permitted and employees who appear for work inappropriately dressed or groomed may be disciplined up to and including termination.

Driving While on Company Business

Purpose

Driver inattention is a factor in a majority of motor vehicle accidents. We are not only concerned about your welfare as an employee, but also the welfare of others who could be put in harm's way by inattentive driving. As a driver, your first responsibility is to pay attention to the road. Our company's vehicles carry GPS monitoring devices that track data including routes, mileage, speed, stops, and location. This is intended to promote employee safety, driver accountability, and vehicle fleet maintenance. As such, all employees assume responsibility for their actions behind the wheel when driving company owned vehicles. When driving on company business, or driving while conducting business on behalf of the company in any other manner, the following applies:

Cellular Phone Use

Employees are prohibited from talking, composing text messages and reading text messages on cell phones or any mobile device (even a hands-free device) while operating a company vehicle (regardless of whether the employee is on company or personal time) or while operating a rented vehicle for company business.

Employees who are charged with traffic violations resulting from the use of a cellular telephone or electronic communication device while driving will be solely responsible for all liabilities that result from such actions. Violations of this policy will be subject to discipline up to and including suspension and/or termination of employment.

Obey the Law

Tickets issued in the employee's name are the employee's responsibility, even if the ticket is issued while conducting company business. Any violations that are issued to the company vehicle such as, red light cameras, speed cameras or school zone violations will be paid by the company. Disciplinary action will be imposed against the employee for any citations against the company vehicle. Speeding is prohibited. Always obey State/local driving laws.

Other Safe Driving Precautions:

- Use better judgment when road conditions are poor. Limit or avoid driving when rain or snow threatens your safety.
- Make an effort to avoid distractions such as eating, applying makeup, paying too much attention to your radio/CD player, or other distracting behavior.
- Do not drive if your ability to drive safely is impaired by the influence of medications.
- Laptop computers should never be used at any time while driving.
- Be sure to properly adjust the mirrors and familiarize yourself with the vehicle's controls before operating.
- Be concerned for your coworkers' safety. Ask them to call you back at a safer time if they call you while driving.
- Employees who drive for company business must have a current, valid driver's license and be insurable, the company only covers you while clocked in.

Employee Signature

Printed Name / Date

Employee Classification

Employees are classified as either exempt or non-exempt for pay administration purposes, as determined by the federal Fair Labor Standards Act (FLSA).

The definitions of the worker classification categories can be summarized as follows:

Exempt: Salaried management whose positions meet FLSA standards, are exempt from overtime pay requirements.

Non-exempt: Employees whose positions do not meet the FLSA exemption standards are paid overtime. Employees classified as non-exempt generally work in non-supervisory, non-professional or non-administrative capacities. Overtime work, however, is prohibited without specific supervisor authorization.

In addition, each employee's status is defined as one of the following:

Full-time: Employees who work a minimum of 30 hours per week are considered to be full-time. Such full-time employees are eligible for benefits after applicable requirements for length of service have been met.

The company supplements its regular work force with temporary or part-time employees to help compensate for workload, employee absences, or other situations. Management will determine which positions are permanent part-time and which are considered temporary or seasonal.

Part-time: Employees who work less than 30 hours per week are considered to be part-time. Employees who work 30 hours or less per week will receive all legally mandated benefits (such as workers compensation and Social Security benefits) but are ineligible for other benefit programs except vacation time.

Temporary: Temporary employees are those engaged to work either part-time or full-time on company payroll but have been hired with the understanding that their employment will be terminated no later than upon their completion of a predetermined time. This category includes students and seasonal help. Such employees may be either "exempt" or "non-exempt" but are not eligible for company benefits except as mandated by law.

Independent Contractors: Consultants, freelancers or independent contractors are not employees of the company. The distinction between employees and independent contractors is important because employees may be entitled to participate in the company's benefits programs, while independent contractors are not. In addition, we not required to withhold income taxes, withhold and pay Social Security and Medicare taxes, or pay unemployment tax on payments made to an independent contractor. Any independent contractors will comply with all requirements and applicable federal, state, & local laws, rules and regulations.

Employment of Relatives

Members of your immediate family will be considered for employment on the basis of their qualifications. Your immediate family may not be hired, however, if it would:

- Create a direct supervisor/subordinate relationship with a family member,
- Have the potential for creating an adverse impact on work performance, or
- Create either an actual conflict of interest or the appearance of a conflict of interest.

This policy must also be considered when hiring, assigning, or promoting an employee.

If a circumstance arises that results in a direct supervisory relationship between immediate family or close personal relatives (e.g., marriage, reduction-in-force, reorganization, priority placement), one of the relatives may be reassigned to an appropriate vacancy. During the period that a direct supervisory relationship exists between immediate family or close personal relatives, the supervisory relative will not be involved in any personnel action involving his/her relative. Typical first-level supervisory responsibilities will be referred to the next higher level in the supervisory chain.

For purposes of this policy, your immediate family includes: Mother, Father, Husband, Wife, Son, Daughter, Sister, Brother, Mother-in-law, Father-in-law, Sister-in-law, Brother-in-law, Son-in-law, Daughter-in-law, Stepchild, Stepparent, or Grandparent. This policy also applies to close personal relatives such as Uncle, Aunt, First Cousin, Nephew, Niece or Half-Sibling.

Questions should be directed to your supervisor.

Hazard Analysis Critical Control Points for Employees

The following Critical Control Points to monitor food safety are:

- Food procurement (purchases and/or delivery)
- Food storage
- Food packaging
- Pre-preparation
- Cooking
- Food storage after cooking
- Re-thermalizing (or, in our case, chilling)
- Food product distribution/display
- Food serving

The steps to developing and implementing an effective HACCP program have been established within our Employee Orientation Program and the company's Safe Food Standards Program given to each employee upon hiring. Further, we fully train and test all employees on a continual basis as needed by using the following steps:

1. Evaluate hazards at each stop of food flow and develop procedures to minimize risks
2. Identify critical control points
3. Establish control procedures and critical control standards
4. Monitor critical control points
5. Take corrective action as needed
6. Develop a documentation system to monitor HACCP plan
7. Verify HACCP plan is working

Improper Payments and Gifts

We prohibit the solicitation, acceptance, offer or payment to any person or organization of any bribe, kickback or similar consideration of any kind, including money, services or goods or favors (other than goods or favors which are nominal in amount and not prohibited by any federal, state or local law). Do not accept or give gifts, gratuities, entertainment or favors of such value or significance that their receipt might reasonably be expected to interfere with the exercise of independent and objective judgment in making or participating in the business decisions of the company, or the party with whom the company is dealing. Under no circumstances will a Driver accept money or gifts from a client.

Inclement Weather

The company is open for business unless there is a declared State of Emergency. There may be times, however, when we will delay opening. Use common sense and your best judgment, however, when traveling to work in inclement weather.

You should always use your discretion in getting to work. The company attempts to accommodate individual situations by allowing the use of personal/sick time and vacation time in these situations.

If the office is officially closed during the course of the day to permit employees to leave early, nonexempt employees who are working on-site as of the time of the closing will be paid for a full day. If you leave earlier than the official closing time, you will be paid only for actual hours worked, or you can take PTO/vacation time.

Exempt employees will be paid for a normal full day but are expected to complete their work at another time.

Emergency Alternative Delivery Policy

We will uphold and maintain established delivery schedules at all times.

If weather emergency or local authorities implement restrictions, we will be forced to reschedule our deliveries. If this would happen, it will be our goal to expedite those deliveries as soon as possible. Depending on the situation, we will reschedule later in the day of the normal delivery, or the following day if that is not practical. All consumers and case managers will be notified of such delays.

In any event, we will abide by the letter of our contracts and will provide the service we are committed to. We certainly do not foresee a disruption that will preclude delivery as stated above.

Blizzard/Shelf Stable Meals

Per our agency contracts, we are required to provide blizzard/shelf stable meals to consumers in the event of a weather emergency. Case managers will designate on a consumer's service plan or authorization how many meals are to be received by each consumer. These meals are typically delivered once during the fall, along with their normally scheduled delivery. We will only bill and be reimbursed for these meals in accordance with the consumer's service plan or authorization.

Internal Quality Control Plan

POLICY:

The company has developed a daily internal quality control plan (IQCP) to assure compliance with standards of all services.

We are registered to Section 305 of the U. S. Bioterrorism Act. Certificate is available upon request. We are regulated and inspected by the Federal Department of Agriculture.

Temperatures are taken with all deliveries of food or beverage at the back dock and recorded by a kitchen supervisor. Those records are kept in a binder titled, "Cooler/ Freezer Temps" in the kitchen supervisors office. If an item is "out" of temperature or date, the item is marked with a large "X" on the case or cases. The item is removed from the invoice and placed back on the purveyors' truck.

The walk-in cooler and freezer are "temped" out twice daily by a kitchen supervisor. We also have an electronic temperature control system in place with our security company 24 hours daily. If the units go above a certain temperature an alarm will automatically be sent to the security company and a member of management will be notified, allowing the situation to be rectified.

The kitchen staff will complete of list of duties daily to insure strict sanitation and cleanliness opportunities with all equipment, floors, sinks, utensils within the kitchen area. Lists of all cleaning projects are posted in the kitchen and are checked off daily as projects are completed.

Delivered meals are "temped" out three times daily. These temperatures are recorded on the route log itself for the first and last temperature of delivery. A third temperature is taken at 12:00 as a policy to insure safe food handling.

PROCEDURE:

- **STAFFING**
 - A. Staff Development
 1. Staff shall be hired who are appropriate for the job posted. Job Descriptions can change as the standards for the service changes. Staff can only be grandfathered in a limited number of positions
 2. Training will be provided to all staff for the appropriate job. Training will include but not be limited to:
 - a. Defensive Driver's Training
 - b. Passenger Assistance Training (Driver's Only)
 - c. Aging Sensitivity
 - d. Food Service Sanitation
 - e. Homemaker Training
 - f. Other as required or determined needed by the ODA

3. Evaluations are done on staff after the first 6 months of employment and then annually, thereafter. They can also be done as needed in the event the employee does not perform required duties or there are complaints about duties being performed by management/supervisors.

B. STAFF RESPONSIBILITIES

1. Will attend training as offered by the OAAA
2. Will do job according to service specifications and Rules & Regulations of the company
3. Will report per agency procedure any problems that occur
4. Will consider evaluation and how the job can be improved

C. COMPANY RESPONSIBILITIES

1. To provide job descriptions for all positions
2. To provide organizational charts with lines of communications
3. To provide training for staff as needed
4. Will assure consumer comments are looked into
5. To provide disciplinary action as dictated in the personnel policies

- **SERVICES**

A. Nutrition – Provider Monitoring

Food Temperatures during storage, prep, delivery and holding of food
Food packaging and transporting systems
Preparation, holding and delivery practices
Participant satisfaction
Food acceptance patterns
Applicable federal, state, and local policies, procedures and service specifications
Emergency procedures
Staff training

MONITORING FOR NUTRITION SERVICES INCLUDES THE FOLLOWING:

Food temperatures are monitored during working hours and corrective action taken as needed. This also includes temperatures for food being held.

Delivery for HDM – sheets are monitored by drivers for temperatures and corrective action can be taken as needed.

QUARTERLY PROCEDURES:

- A review of kitchen procedures and monitoring will be taken to be sure staff is following directions.

- Management will ride the HDM route to be sure staff is complying with the delivery of meals.
- Both groups have an opportunity once a year to send results directly to the agency. This is done at review time.
- Annual Fire and Health Department Inspections are performed, and corrective action taken as needed.

QUALITY CHECKS:

The corporate office of the company will from time to time visit your facility for quality checks. They will review all bookkeeping, routes, employee files, inventory records, and other items that are deemed necessary. It is important to keep all of your records in good order to avoid any penalties.

UPDATES AND REVISIONS TO MANUALS:

The company recognizes the need to update and revise the Policy and Training Manuals. Notifications of revised policies, procedures, or other information will be distributed.

CONFIDENTIALITY

The manuals are for the exclusive use of your facility. They should never be read or in the possession of anyone who is not affiliated with the company. Unauthorized copying or reproducing of the manuals is prohibited.

Each Manager, employee, and in-house vendor is expected to sign a Confidentiality Agreement (attached at the end of this handbook). By signing the agreement, the signor is agreeing to not disclose any confidential information about consumers, or the company that they may learn during their employment or visit.

COMMUNICATION

If at any time a Manager, employee has a concern within the working environment at their location; or if a consumer has a concern regarding their driver, product quality, price or any other issue, they may contact the company's owner directly. We believe in taking care of our employees and our consumers as our number one goal.

Orientation Period

For all employees hired, the first 90 days of employment are considered to be a trial period. During this time, the employee will undergo training and orientation as directed by the employee's supervisor. The employee's supervisor will also monitor the employee's performance.

During the first 90 days of employment, the employee is encouraged and expected to ask questions concerning his/her job responsibilities and determine if he/she is satisfied with the position. If the employee's job performance is found to be unsatisfactory by his/her supervisor at any time during the first 90 days of employment, the employment will be terminated. The completion of this period does not create anything other than an "at-will" relationship.

Employment is "at will" both during and after the orientation period.

Overtime Pay

When operating requirements or other needs cannot be met during regular working hours, employees in non-exempt positions will be assigned or given the opportunity to volunteer for overtime work assignments. All overtime work must receive prior authorization from your supervisor or manager. Overtime assignments will be distributed as equitably as practical to all employees in non-exempt positions who are qualified to perform the required work. The employee's supervisor will notify the employee as early as possible regarding his/her scheduled needs

As required by law, overtime pay is based on actual hours worked. Time on vacation, holiday or sick time, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations. Failure to work scheduled overtime or overtime worked without prior authorization (written or verbal) from management may result in corrective action, up to and including unpaid suspension and/or termination of employment.

Overtime is paid to employees in non-exempt positions according to state and federal regulations, as set forth below:

- **Time and one-half:** Compensation for hours worked in excess of forty (40) hours in one workweek, is paid at one and one-half times the employee's regular rate of pay.

If for any reason you have not been paid overtime in accordance with our policy, please immediately notify your supervisor.

Pay Periods

Employees will be paid on a bi-weekly basis. If these dates fall on a non-workday or holiday, employees will be paid the day prior to the holiday or non-workday.

If an employee is absent on the date of paycheck distribution, his/her check will be held until his/her return or mailed upon request.

The law requires that the Company make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. The Company also must deduct Social Security taxes on each employee's earning up to a specified limit that is called the Social Security "wage base." The Company matches the amount of Social Security taxes paid by each employee.

The Company takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. It is also the Company's policy to make only those deductions from pay authorized by and in accordance with applicable law.

Further, it is the Company's policy that paychecks of exempt employees will not be "docked," or subject to deductions, except in limited circumstances permitted by applicable law. All deductions and the amount of deductions are listed on your pay stub.

In the unlikely event that there is an error in the amount of pay errors (e.g. your wages have been subject to any improper deductions, your pay does not accurately reflect all hours worked, or you have been inadvertently overpaid), you should promptly bring the discrepancy to the attention of Human Resources so that the Company can investigate and correct the matter as quickly as possible.

In addition, the Company will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the Company's investigation of such reports. Retaliation is unacceptable. Any form of retaliation in violation of this policy will result in disciplinary action, up to and including discharge.

Paychecks will only be released to the individual whose name appears on the check or an individual who the employee has designated and approved through written consent.

Performance Evaluations

Each employee will receive periodic performance evaluations conducted by his or her supervisor. These are intended to provide both you and your supervisor with the opportunity to discuss your job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss methods for improving your performance. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance.

Please be advised that a positive performance evaluation does not guarantee an increase in salary, a promotion, or even continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are solely within the discretion of the Company and depend upon many factors in addition to performance.

In addition to these more formal performance evaluations, the Company encourages you and your supervisor to discuss your job performance on an ongoing basis. Communication between employees and supervisors or managers is very important. Discussions regarding job performance are ongoing and often informal. Employees should initiate conversations with their supervisors if they feel additional ongoing feedback is needed.

NOTE: No policy or practice of the Company, past or present, shall obligate the completion of a formal or informal performance evaluation. The existence of a written or otherwise formal evaluation does not necessarily indicate the quality or acceptability of performance any time thereafter, nor is it to be interpreted that similar or improved performance will result in continued employment for any specified period of time or that an adjustment in compensation will occur. Furthermore, the absence of a written or otherwise formal evaluation shall not be assumed to be a failure of the Company to have evaluated the performance of any employee. Nor does the absence of a formal evaluation mean that an employee has been denied a reasonable opportunity to perform.

Formal performance feedback becomes a permanent part of your personnel file.

Personnel Records

Employee personnel files may include the following: (job application, job description, resume, records of participation in training events, salary history, records of disciplinary action and documents related to employee performance reviews, coaching, and mentoring). Personnel records are maintained on a current basis. Please notify us immediately of any change of name, address, telephone number, marital, dependent or tax status. Personnel records are kept highly confidential and are not available to anyone outside of the Company unless you have authorized the release, or release is to an authorized governmental agency, or is required by law. To obtain access to your records, contact management.

Phone Calls

Business Phone Calls:

A great majority of our business is conducted over the phone making our telephone techniques extremely important. A friendly but businesslike telephone manner should always be projected.

Company-Issued Cell Phones

The Company may issue cell phones to employees whose jobs require them to make calls while away from work or require them to be accessible for work-related matters.

Cell phones issued by the Company are Company property. Employees must comply with Company requests to make their Company-issued cell phones available for any reason, including upgrades, replacement, or inspection. Employees who leave the Company for any reason must turn in their Company-issued cell phones.

Personal Use of Company-Issued Cell Phones

Company-issued cell phones are to be used only for business purposes. Although occasional, brief personal phone calls using a Company-issued phone are permitted, personal use that exceeds this standard will result in discipline, up to and including termination. Employees are expected to reimburse the Company for any costs or charges relating to personal use of their cell phones.

Any personal use of a Company-issued cell phone must not interfere with the employee's work performance, take away from work time, or violate any Company policy, including policies against harassment, discrimination and disclosure of confidential or trade secret information.

Security of Company-Issued Phones

Employees are responsible for the security of Company-issued cell phones and the information stored on them. Always keep your cell phone with you when traveling; never leave it unattended in your car or hotel room. If your Company-issued cell phone is lost or stolen, notify the IT department immediately. Never store confidential Company information on a cell phone.

Personal Cell Phones at Work

While you are at work, the Company expects that you will be focused on your job duties. Using personal cell phones during worktime can create a distraction. The Company therefore does not permit the use of cell phones or other mobile devices during your scheduled working hours, unless you receive permission in advance to use your cell phone during working time or the use of your cell phone is while you are on a break during your shift. If you receive permission to use your cellphone at work, the Company expects that all calls will be kept to an absolute minimum and reserved for emergencies and unusual circumstances. Please inform your friends and families of this policy. Sending or receiving of text messages is not permitted at any time other than during your meal or break periods. If the Company finds that excessive personal calls are interfering with Company work, you will no longer have permission to use your phone or keep it on your person while working.

Use of Cell Phone While Driving

Employees are prohibited from talking, composing text messages and reading text messages on cell phones or any other mobile device (even with a hands-free device) while operating a Company vehicle (regardless of whether the employee is on Company time or personal time) or while operating a personal or rented vehicle for Company business. . It is advised to pull over the vehicle to accept or initiate phone calls. You must inform the office if delays are expected during the route, so the office may phone consumers with timeframes of when to expect them

Employees who are charged with traffic violations resulting from the use of a cellular telephone or electronic communication device while driving will be solely responsible for all liabilities that result from such actions. Violations of this policy will be subject to discipline up to and including unpaid suspension and/or termination of employment

Employee Signature

Printed Name / Date

Physical Examinations

The company may require a job-related medical examination when there is a need to determine if an employee can perform mandatory functions of his/her position. This exam will identify physical limitations or restrictions. A medical examination may also identify significant health or safety risks to the employee or others, by identifying infectious diseases, or other medical monitoring as required by medical standards, professional licensing bodies or standards established by federal, state or local law.

The company may request voluntary medical examinations and health promotion activities. The records from these screenings will be kept confidential.

The cost of the voluntary or medical examinations will be paid by the company. The employee is not responsible for accruing any of the costs for these procedures.

A doctor's note may be required for employees who are absent as a result of injury, illness or disability.

Safety, Accident & Health Policy

The company wants to ensure that our employees remain safe and injury-free when accidents are preventable. We expect our employees to refrain from horseplay, careless behavior and negligent actions. It is our policy to maintain a professional, safe and secure working environment for all employees and clients.

Supervisors will be provided with the training, assistance and support needed for them to fulfill a safe and healthy work environment. Supervisors are also responsible to ensure machinery and equipment are safe, and that employees follow established work practices and procedures.

While working, employees must observe safety precautions for their safety and the safety of others. All work areas must be kept clean and free from clutter and debris. Any hazards or potentially dangerous conditions must be corrected immediately or reported to a supervisor.

If you are involved in an accident, you must comply with the following procedure:

- Report the accident to a manager immediately
- Obtain the necessary medical treatment
- Fill out an accident report regardless of the severity of the injury
- If you must seek additional medical treatment, obtain consent to leave the premises from your supervisor before doing so
- In case of sickness (flu, colds, etc.), do not come to work

Safety Checklist – Employee’s Responsibilities:

- Do not block aisles or doorways, or access to fire extinguishers
- Keep your work area clean
- Do not operate machinery unless you have been properly trained and approved
- Report any unsafe condition or acts to your supervisor
- Lift properly – use your legs, not your back – ask for assistance for heavier loads
- Clean up spilled liquids or grease immediately
- Be on aware of any equipment running hot or overheating

Employees who fail to comply with this procedure are subject to disciplinary consequences.

Employee Signature

Printed Name / Date

Salary Advances

The company does not offer salary advances regardless of an employee's emergency need for financial assistance.

Smoke-Free Environment

Our goal is to have a smoke-free environment. Smoking is not permitted at any time in company work areas, including company vehicles or consumer living areas.

If smoking is allowed outside of the building, (per law) smokers should be at least 20 feet from any entrance or open window, considerate of coworkers, customers, and members of the public. Help to maintain a clean entryway by depositing cigarettes in appropriate containers and staying far enough away from doors so that smoke does not blow into the building.

Employees who smoke must observe the same guidelines as non-smokers for the frequency and length of break periods.

Solicitations, Distributions & Use of Bulletin Boards

Understanding that employees may occasionally wish to communicate with their coworkers to advertise personal items for sale or to participate in fundraisers for non-profit organizations, children's groups/schools, and other non-work-related events, we allow use of the break room to disseminate such information. Management reserves the right to monitor such communications and remove them if inappropriate or not in the best interest of company operations.

In respect for other's efficiency, please do not use work e-mail or other resources, as a means to solicit or distribute non-work-related materials. Activities that disrupt work hours or operations will not be allowed to continue.

Persons not employed by the company may not solicit employees for any purpose on company premises.

Standards of Conduct

Along with our contractual Code of Ethics, the work rules and standards of conduct for the company are important, and we regard them seriously. All employees are urged to become familiar with these rules and standards. In addition, employees are expected to follow the rules and standards faithfully in doing their own jobs and conducting company business. Please note that any employee who deviates from these rules and standards will be subject to corrective action, up to and including immediate termination of employment.

While not intended to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of rule infractions or misconduct that may result in disciplinary action, up to and including immediate termination of employment. These examples are in no way a limitation on or intended to change the company's at-will policy.

- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs
- Possession, manufacture, distribution, sale, transfer, dispensation or use of alcohol or illegal drugs in the workplace
- Fighting or threatening violence in the workplace
- Immoral actions or intimidating others
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of company-owned or consumer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in the workplace
- Sexual or other unlawful or unwelcome harassment and touching
- Excessive absenteeism or any absence without notice
- Unauthorized use of telephones, or other company-owned equipment
- Using company equipment for purposes other than business (e.g., playing games on computers or personal Internet usage)
- Unauthorized disclosure of business "secrets" or confidential information
- Violation of personnel policies
- Unsatisfactory performance or conduct
- Stalking fellow employees

These rules apply to any and all interactions with customers, fellow employees or anyone else associated with the workplace.

Employee Signature

Printed Name / Date

Time Clock Regulations

The company requires that each employee maintains a time clock of his/her hours to be kept by the time clock. This will keep a record of hours worked and ensure that paychecks are correct. All hourly employees are required to accurately record their hours worked each day.

Each employee must use his/her own time clock only. If an employee punches in or out for another employee, each employee is subject to disciplinary action.

Employees may not punch in more than five minutes before the beginning of his/her shift unless overtime hours were previously approved by his/her manager.

Workers' Compensation

The company will provide workers compensation, a type of accident and injury insurance, for those who suffer a job-related injury or illness. Both income and medical benefits will be provided as well as insurance premiums.

Report your injury to your supervisor or management immediately.

Under the Ohio BWC Health Partnership Program (HPP) you must seek treatment from a BWC-certified medical provider for work-related injuries. If you do not, the Ohio BWC will not pay for your care. However, if it is an emergency, your initial care will be covered for a non-BWC certified Provider for a work-related injury deemed compensable by the Ohio BWC.

Employees returning to work must provide proof of rehabilitation or treatment from a licensed physician and verification that they are able to complete all job-related tasks. In the event that the employee cannot complete some of the tasks as ordered by the physician, the company will modify his/her job load. Once a physician has verified that the employee can resume all job-related tasks, he/she will no longer receive workers compensation benefits.

Be sure to notify the company about your return-to-work status. You will receive a status report from the BWC once your claim is filed. You must perform only those work tasks identified by the therapist/physician, in collaboration with the company, as part of the program. This will help eliminate re-injury and possible lost days from work.

Employee Checklist

- Application
- Driver License & Soc Security or birth certificate
- [01] Introduction
- [02] Policy for Reporting a Consumer Incident & bed bug
- [03] Violence-Free Workplace
- [04] Attendance Policy
- [05] General Computer Usage Policy
- [06] Phone Calls
- [07] Safety, Accident & Health Policy
- [08] Standards of conduct
- [09] CODE OF ETHICS
- [10] Employee Direct Deposit Enrollment (apex)
- [11] W4
- [12] Ohio Tax Withholding
- [13] Employment Eligibility Verification I-9 Form
- [14] Confidentiality Agreement
- [15] Emergency contact form
- [16] General Food Safety Packet
- [17] Passport 10A Code of Ethics
- [18] McGregor Pace Code of Ethics
- [19] Workplace Harassment & Discrimination Policy
- [20] Ohio Home Care / Transition Waiver Program
- [21] Client confidentiality, rights, and responsibilities
- [22] Background Check Policy and Procedure
- [23] Drug Testing Consent and Release Form
- [24] Receipt of Drug-Free Workplace Policy
- [25] Employee Set-Up
- [26] Tardiness and Absent
- [27] Sexual Harassment
- [101(C)] Employee Insurance info sheet (DRIVERS)
- [200's] Job description

Manager's Signature as completed

Date

Reference Checks

Employee Name: _____

Position: _____

Date: _____

Reference Name: _____

Phone Number: _____

Date Called: _____

Comments: _____

Reference Name: _____

Phone Number: _____

Date Called: _____

Comments: _____

Reference Name: _____

Phone Number: _____

Date Called: _____

Comments: _____

Kitchen Prep Job Description

“Home Delivered Meal’s” is a service designed to sustain and improve the consumer’s health through the provision of one to two safe and nutrition meals per day. Our job is to provide these meals.

During your six-week Orientation Period, you will be trained on the following procedures:

- Company Rules & Regulations
- Food Safety Standards
- Sensitivity to Elderly Person’s Needs
- Client Confidentiality
- Client Rights & Responsibilities
- Personal Hygiene
- Proper Timing & Temperatures of Food Preparation
- Temperature Danger Zones
- Cooking Food and/or Vacuum Sealing
- Portioning
- Food Storage
- Sanitation
- Teamwork & Attitude

You will be required to adhere to all standards set by our company and expected to follow our guidelines, however, we are always looking for better ways to improve our operation. We have an “Open Door” policy, which means management is available at any time to discuss any issues you may have. We are glad to have you on board.

I have read the Kitchen Prep Job Description and understand all that is expected of me my signing this:

Employee Printed Name

Employee Signature

Date

The employee has received orientation, understands, and shows competency to perform the duties listed above.

Management Printed Name

Management Signature

Date

Driver's Job Description

"Home Delivered Meal's" is a service designed to sustain and improve the consumer's health through the provision of one to two safe and nutritious meals per day.

The driver will be responsible for a specific route of consumers on a regular weekly basis, which will include the following job duties:

- Following a daily Route Log with the consumer names appearing on the log in the order of delivery with time of first and last meal delivered
- Delivering the required number of meals to each consumer as listed in order on the Route Log, paying special attention to the rules of this organization
- It is the responsibility of the driver to inquire and assure the presence of the consumer at the residence address on the route log before leaving any meals
- Signing each weekly Route Log at the time of completion
- Ensuring a staff person's signature is also included on the Route Log next to yours
- Making sure each consumer/caregiver signs his/her signature of receipt of meals verifying each delivery, or their designated person only if noted on the route log
- Developing skills in temperature control of the bagged food items both at the time of the first daily delivery and at the last delivery of one run. These food temperatures will be written in ink on the Route Log with the time of day
- Developing skills in sanitation as they apply to delivery
- Instructing the consumer in safe food handling, how to open the plastic pouches, proper refrigeration, our weekly rotating menu, and special individual needs
- Being mindful of the consumer's mental and physical condition while delivering and understanding and following the emergency plan explained below if needed
- Reporting back in full to management any unusual circumstances for the case manager's follow-up if needed
- Delivery on time. IF the driver is running late, the driver is to call the home office, speak directly to a manager and report delivery delays. The home office will call each client to inform them of the driver's approximate time of arrival.
- Upon route completion, driver is to sign the daily Route Log

KEEPING FOOD SAFE WHILE DELIVERING

Nutritional development of menus, ordering, preparation, and bagging will be done prior to the driver's delivery, but food safety continues to be an issue until the food is actually eaten by the consumer. Maintaining correct temperatures during food service and delivery is a major safety measure, which prevents or inhibits bacteria from multiplying to dangerous levels. It is critically important that food, which is prepared at one location and transported to another located to be served, be maintained at correct temperatures during this process in order to prevent bacteria growth as well as to keep food appealing to eat. Food transported cold or chilled must be at 40 degrees F or below at all times during transport.

To help maintain proper temperatures during service, cold food may be held on ice, in an insulated container, or in a refrigerated unit. It is best to keep cold foods refrigerated until serving time and refrigerate them as quickly as possible afterward. This is not only good food service practice, but it is also required by the Ohio Revised Code.

Safe food handling by the consumer after delivery is explained on each weekly menu that is given to the consumer. If they do not understand these directions, please take a little time to explain everything to them with regard to their abilities to cut open the pouches, handle hot foods, the availability of microwaves, etc.

NEW CONSUMER PROCEDURE WHEN DELIVERING MEALS

- Hand the menu to the consumer
- Make sure the consumer has a pen to sign
- Pull every item out of each bag
- Have the consumer mark off each item on the menu
- If you are missing an item, go to your extra box and replace the item
- Any questions or consumer concerns, call the office while you are at the residence

SENSITIVITY TO ELDERLY/DISABLED PERSONS' NEEDS

Kindness goes a long way when dealing with the elderly. When one of our consumers has a complaint about the meals, an appropriate response could include:

- Acknowledgement of the complaint – Address the specific complaint by saying something like “I’m sorry if you feel the veggies are too tough”.
- Ask what the consumer would like to have corrected to resolve the complaint – Example question, “Have you tried microwaving it for less time?”
- Make note of the consumers response and tell the consumer that you will report these concerns with management so they can follow-up
- Report the concern to management

There are other factors that may affect the nutrition of older adults:

- Touch – there is a decrease in the sensitivity to heat and cold
- Taste – there may be fewer taste buds causing a decrease in acuity of taste. This may cause some people to heavily season or salt foods
- Smell – there may be a diminished ability to smell
- Vision – objects may appear to have a yellow tinge, vision may be less acute, and depth perception and peripheral vision may be affected. Visual appeal of food may diminish, contributing to a loss of appetite

- Hearing – there may be loss of volume and/or pitch. Hearing loss may be gradual. A person may not be aware that they are losing their hearing. Persons may avoid dining out due to the inability to communicate with dining companions and/or restaurant personnel

Other factors of aging which may affect older adult’s nutrition:

- | | |
|--------------------|----------------------|
| Sensory Loss | Reduced Mobility |
| Dental Problems | Illness |
| Chronic Conditions | Memory Impairment |
| Medications | Alcohol Abuse |
| Isolation | Grief and Depression |
| Financial Hardship | |

HANDLING EMERGENCIES

Any event that threatens the life or wellbeing of a person or persons and that, without any appropriate intervention, can result in great harm, irreparable damage, or loss of life is described below. Any report of theft, property damage, and/or personal injury will be reported to the office so that an investigation may be initiated and will require notification of the local law enforcement agency. Administration will follow-up with the consumer for resolution.

In the case of a mental or physical emergency, your main purpose is to get help to the consumer as soon as possible. Contact the office and fill out an Incident Report form which is within your Route Log clipboard.

If you discover a consumer in an emergency situation and believe immediate professional help is needed, call 911. If you are the consumer’s home, call from your cell phone provided by the company. You must stay with the consumer until EMS arrives.

Emergencies requiring immediate attention:

- The consumer is very ill
- The consumer has fallen (do not try to pick them up or move them)
- The heat is off during cold weather
- The electricity is off (no refrigeration for meals)
- You smell gas in the home
- The consumer exhibits strange behavior or is confused

If you are not certain whether there is an emergency, call the office right away and ask what further action you should take. Be sure to make a note about the situation and your actions on the **If the consumer cannot sign for their meals for any reason, you may only allow alternate persons as noted on the route log to sign for them. Do not leave meals with any other person and phone the office immediately.**

“Incident Report for Unusual Occurrences” located within your Route Log clipboard. Upon return to the office, make sure management understands what happened and initial it for further follow-up.

DO NOT UNDER ANY CIRCUMSTANCE MOVE OR LIFT THE CONSUMER

Most importantly, services will be delivered without regard to age, sex, race, religion, color, national origin, or physical impairment. Any breach in conduct of this sort will be grounds for immediate termination.

The above topics regarding Drivers Descriptions have been explained and discussed with me, and I understand each one.

Employee Printed Name

Employee Signature

Date

The employee has received orientation, understands, and shows competency to perform the duties listed above.

Management Printed Name

Management Signature

Date

Administration / Manager's Job Description

The company will abide by the rules and regulations established by our Contracts through the ODA and agrees to keep client records in a safe storage place for seven years or until an audit is completed (whichever is later). Further, the company will retain all pertinent information regarding taxation, employee records, and administrative tasks for internal audit for at least seven years.

All personnel who will be in direct contact with consumers will be screened for compliance of criminal background investigation through the Bureau of Criminal Investigation according to the rules established and explained in OAC 173:3-1-13 background investigations of our ODA administered agencies.

The Manager shall assist the Owner as needed in his absence and to assume the responsibilities listed within, including but not limited to that which is written here.

KITCHEN, DRIVERS AND FOOD DELIVERY

Routes –

- Reviewing Route Logs weekly, reflecting changes and determining counts
- Planning deliveries to consumers
- Route placements for new consumers
- Initiate and update service plan dates, delivery times, alternate arrangements, additions and cancellations
- Additional food alteration changes such as dietary considerations
- Driver compliance to Agency Rules & Regulations
- Food temps and times of temps
- Daily signatures of drivers
- Daily signatures of consumers
- Office reviewer signature
- Address driver comments, complaints and create solutions
- Incident reports filed properly
- All pertinent data added to weekly Route Log

Delivery –

- Coordinating vehicle usage
- Assisting drivers to ready for delivery
- Ensuring food temperatures during delivery, utilizing ice blankets if necessary
- Monitoring driver performance by accompanying each driver on rotation
- Print routes, labels and menus for kitchen staff

INTERNAL OPERATIONS

A good manager with regard to job fairness and a lack of impartiality will monitor all employees in the areas listed below with regard to food safety at all times, personal hygiene, positive attitudes, a sense of teamwork, organizational skills, and keep a pleasant working environment.

ADMINISTRATION

Liaison to Agencies –

- Responding to incoming referrals
- Communication with case managers
- Responding to complaints
- Assist in maintaining all records regarding consumers including service delivery, consumer files, billing records, communication logs, personnel files – to be retained in a secured area for a period of six years

Maintaining Employee Files –

- W-2 Forms, 1099 forms, Citizenship forms, BCI approvals, Disciplinary forms, Attendance reports
- Six-month Job Performance Reviews
- Wage increases

I have read and understand the Manager’s Job Description and agree to abide by the requirements of the job.

Employee Printed Name Employee Signature Date

The employee has received orientation, understands, and shows competency to perform the duties listed above.

Management Printed Name Management Signature Date

Kitchen Manager Job Description

INTERNAL OPERATIONS

A good manager with regard to job fairness and a lack of impartiality will monitor all employees in the areas listed below with regard to food safety at all times, personal hygiene, positive attitudes, a sense of teamwork, organizational skills, and keep a pleasant working environment.

Maintaining Employee Files –

- W-2 Forms, 1099 forms, Citizenship forms, BCI approvals, Disciplinary forms, Attendance reports
- Six-month Job Performance Reviews
- Wage increases

Assist Drivers

- Manage, observe, assist in loading, check each van for proper equipment, ie: route log binder, correct number of bananas, cell phone, maps, ice blankets and other items as may be necessary
- Confirm driver’s checklist

Kitchen Management

- Schedule kitchen staff operation times and work hours
- Manage kitchen production and safe food handling practices including proper storage
- Receive food and packaging deliveries
- Conduct inventory, compile and place food orders
- Vacuum seal production
- Daily and weekly cleaning checklist
- Food handling instruction for staff in accordance with Department of Agriculture
- Employ efficiency and reduce food and labor costs
- Be familiar with contractual requirements
- Have knowledge of nutritional information
- Be responsible for monitoring temp sheets, flow charts, production sheets and assure proper documentation
- Be responsible for menu items, order guides, ingredients and nutritional updates
- Be responsible for vacuum sealer maintenance and service
- Be able to assist with the drivers returning and prepare for next day preparations
- Be available in case of an emergency to respond to a call from security company

I have read and understand the Manager’s Job Description and agree to abide by the requirements of the job.

Employee Printed Name

Employee Signature

Date

The employee has received orientation, understands, and shows competency to perform the duties listed above.

Management Printed Name

Management Signature

Date

Workplace Harassment & Discrimination Policy

It is the company's policy to provide a work environment that is free from harassment and discrimination. Therefore, we will not tolerate harassment or discrimination based on age, race, gender, color, religion, national origin, disability, marital status, covered veteran status, sexual orientation, status with respect to public assistance, and other characteristics protected under state, federal, or local law. Such conduct is prohibited in any form at the workplace, at work-related functions, or outside of work if it affects the workplace. This policy applies to all employees, management, owners, clients, customers, guests, vendors, and persons doing business with the company.

Sexual harassment, one type of prohibited harassment, warrants special mention. Sexual harassment has been defined according to our guidelines as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition, either explicitly or implicitly, of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as a factor in decisions affecting that individual's employment; or
- Such conduct has the purpose or effect of interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

Examples of conduct prohibited by this policy include, but are not limited to:

- Unwelcome sexual flirtation, advances, or propositions;
- Verbal comments related to an individual's age, race, gender, color, religion, national origin, disability, or sexual orientation;
- Explicit or degrading verbal comments about another individual or his/her appearance;
- The display of sexually suggestive pictures or objects in any workplace location including transmission or display via computer;
- Any sexually offensive or abusive physical conduct;
- The taking of or the refusal to take any personnel action based on an employee's submission to or rejection of sexual overtures; and
- Displaying cartoons or telling jokes which relate to an individual's age, race, gender, color, religion, national origin, disability, or sexual orientation.

If you believe that you are being subjected to workplace harassment, you should:

1. Tell the harasser that his or her actions are not welcome, and they must stop, if you feel comfortable enough to do so.
2. Report the incident immediately to your supervisor/manager or owner.
3. Report any additional incidents or retaliation that may occur to one of the above resources.

Any reported incident will be investigated immediately and thoroughly. Complaints and actions taken to resolve complaints will be handled as confidentially as possible, given our obligation to investigate and act upon reports of such harassment. Appropriate actions will be taken by management to stop and remedy any and all such conduct, including interim measures during a period of investigation.

Retaliation of any kind or discriminating against an employee who reports a suspected incident of harassment or who cooperates in an investigation is prohibited. An employee who violates this policy or retaliates against an employee in any way will be subject to disciplinary action up to and including immediate termination.

Employee Signature

Printed Name

Management

Date

CODE OF ETHICS

The company shall adopt and implement ethical standards to require its staff members to provide goods and services in an ethical, professional, respectful and legal manner, and not engage in any unethical, unprofessional, disrespectful, or illegal behavior including, but not limited to the following:

- a. Consume the consumer's food and/or drink or use the consumer's personal property without the consumer's consent.
- b. Bring children, pets, friends, relatives, or anyone else to the consumer's place of residence.
- c. Take the consumer to the worker's residence or place of business.
- d. Consume alcohol, medicine, drugs or other chemical substances not in accordance with the legal, valid, prescribed use and/or in any way that impairs the provider in the delivery of services to the consumer.
- e. Discuss religion, politics, or personal issues with the consumer and others in the care setting.
- f. Accept, obtain or attempt to obtain money or anything of value, including gifts or tips from the consumer, household members or family members of the consumer.
- g. Engage with the consumer in sexual conduct or in conduct that may be reasonably be interpreted as sexual in nature, regardless of whether or not the contact is consensual.
- h. Leave the home for a purpose not related to providing services without notifying the agency supervisor, the consumer's emergency contact person, any identified caregiver, and/or the consumer's case manager, or, for consumer-directed service providers, leave the home without the consent and/or knowledge of the consumer. "Emergency contact person" means a person the individual or caregiver wants the provider to contact in the event of an emergency to inform the person about the nature of the emergency.
- i. Engage in activities that may distract the provider from the service delivery, including, but not limited to:
 - I. Watching television or playing computer or video games,
 - II. Making or receiving personal telephone calls,
 - III. Engaging in non-care related socialization with individuals other than the consumer,
 - IV. Providing care to individuals other than the consumer,
 - V. Smoking without the consent of the consumer,
 - VI. Sleeping.
 - VII. Engage in behavior that causes or may cause physical, verbal, mental or emotional distress or abuse to the consumer.
 - VIII. Engage in behavior that may reasonably be interpreted as inappropriate involvement in the consumer's personal relationship.
 - IX. Be designated to make decisions for the consumer in any capacity involving a declaration for mental health treatment, power of attorney, durable power of attorney, or guardianship.
- j. Sell or purchase from the consumer products or personal items. The only exception to this prohibition occurs when the consumer is a family member and the provider is not delivering services.

- k. Engage in behavior that constitutes a conflict of interest or takes advantage of or manipulates ODA-certified services resulting in an intended advantage for personal gain that has detrimental results for the consumer, the consumer’s family or caregivers.

- l. The provider shall not allow a staff person to furnish a service to a consumer if the person is the consumer’s spouse, parent, stepparent, legal guardian, power of attorney, or authorized representative.

The company has a written procedure for documenting consumer incidents. The procedure includes notifying ODA (or its designees) of the incident no later than one business day after the provider is aware of the incident.

The company shall report any reasonable cause to believe a consumer has suffered abuse, neglect or exploitation to the CDJFS and ODA (or its designee) of the reasonable cause.

Employee Signature

Printed Name

Management Signature

Printed Name

Date Signed

Ohio Home Care / Transition Waiver Program and the Core Plus Program

Medical Case Management of America (MCMA) has a contract with the Bureau of Home and Community Services to administer the Ohio Home Care/Transition Waiver programs and the Core Plus Program. Part of our responsibility is to ensure the health and safety of a consumer so that the consumer can remain in the home.

The Bureau of Home and Community Services (BHCS) requires the Home Service Facilitation Agency (HSFA) to report to BHCS all incidents that can adversely affect the consumer's health and safety. BHCS requires the HSFA to track and monitor incidents and Provider Occurrences. Tracking of these issues may identify a pattern or trend that is occurring. **Prevention of incidents as well as prevention of a reoccurrence is crucial in ensuring positive outcomes for a consumer.**

It is the responsibility of a Provider to notify MCMA **immediately** upon the occurrence of one of the following events:

- Abuse or suspected abuse of a consumer: physical, emotional, mental or sexual
- Neglect or suspected neglect of a consumer
- Abandonment of a consumer
- Exploitation or suspected exploitation of a consumer
- Death of a consumer
- Accident or injury with or without hospitalization or emergency room visit
- Inappropriate Service Delivery (i.e.: provider is not providing the services as stated on the All Services Plan)
- A Provider practicing beyond their Scope of Practice (i.e.: an aide performing a Skilled Nursing duty)
- No Physician's Orders for skilled services
- Improper Medication Administration or Medication Error by a Provider
- Pharmacy or Consumer
- Alleged illegal activity by the consumer with or without Police intervention
- Substance abuse or use by a consumer or caregiver which affects the health and safety of the consumer
- Theft of medication
- Theft of money
- Theft of personal property
- Communicable disease (i.e.: sexually transmitted diseases, tuberculosis)
- Family or environmental crisis
- Loss of informal (unpaid) caregiver or family member
- Unplanned hospital or nursing home stays
- A Provider provides more services and bills for these services than what is authorized on the All Services Plan

- A Provider provides and bills for services that was never authorized on the All Services Plan
- Suspicion that a Provider submits billing for services not provided.

MCMA appreciates your cooperation in identifying any of the above occurrences or ANY unusual incident. MCMA thanks you in advance for your assistance.

I understand as an Employee of the company, the Ohio Home Care / Transition Waiver Programs and Core Plus Program, as described above.

Employee Signature

Printed Name

Management Signature

Printed Name

Date Signed

CLIENT CONFIDENTIALITY, RIGHTS & RESPONSIBILITIES

CLIENT CONFIDENTIALITY

Divulging a client's name, address, age, physical and/or mental condition with anyone outside of the company office is strictly forbidden. It is policy that client confidentiality must be respected.

CLIENTS RIGHTS & RESPONSIBILITIES

Each client has the following rights:

- To receive referrals as necessary and as requested to other services including food stamps, transportation, etc.
- To make comments about needed improvements without fear of retaliation
- To timely information about meal delivery closings and cancellations due to weather or other reasons
- To be treated with respect and courtesy
- To have personal information handled and recorded using methods that ensure confidentiality
- To choose/request less food after they have been offered the standard menu items
- To have access to the ingredient content of meals
- To 30-day notice prior to provider discontinuing delivery of meals

Each client has the following responsibilities:

- For canceling meals, according to provider procedures
- For informing providers of changes related to their eligibility status, e.g. improved health, increased family support, etc.

Further, and most importantly, services will be delivered without regard to race, religion, national origin, ancestry, color, sex, age, disability or Vietnam-era veteran status. Any breach in conduct of this sort will be grounds for immediate termination.

I have read and understand the "Passport Code of Ethics" and the "Clients Rights & Responsibilities" and understand them by my signature:

Employee Signature

Printed Name

Management

Date

Background Check Policy and Procedure

A check of a candidate's background is intended to serve as an important part of the selection process when hiring new employees and retaining employees hired after January 1, 2005. A background check is conducted to promote a safe work environment and to protect our company's most important assets: the people we serve and the people with whom we serve. It assists hiring authorities in making prudent employment decisions based upon more comprehensive job-related information, and because the background check may be updated periodically, it also assists the company in maintaining a high-quality workforce.

Prior to employment, the candidate must complete a satisfactory background check. A satisfactory background check is defined as the absence of a criminal history record which bears a significant relationship to the applicant's or employee's suitability to perform the required duties and responsibilities of the position. Background checks will be performed at additional intervals based on the needs of the business.

Recordkeeping

The company will maintain a log of all background checks. The log will include the following: name, department, position title, hiring official, date of background check, and employment date. Copies of background check consent forms and background reports will be maintained in a separate and confidential file.

Criminal Convictions

- 1) Only criminal convictions, guilty pleas, pleas of no contest and deferred adjudication will be considered in determining an applicant's suitability for employment. Detention or arrest without conviction typically do not constitute valid grounds for employment decisions or play a part in the decision-making process.
- 2) In determining an applicant's suitability for employment where the applicant has criminal convictions on his/her record, consideration will be given to the specific duties of the position, the number of offenses and circumstances of each, the length of time since the conviction(s) and the accuracy of the explanation on the application.
- 3) In instances where information is obtained that may result in a release from employment, or if there has been falsification of information submitted on application materials that may be grounds for disqualification or separation, the company will provide guidance and a recommendation to the hiring department.
- 4) If a completed background check regarding a current employee reveals adverse information that bears a significant relationship to the employee's suitability to perform the required duties and responsibilities of his/her current position, or if there has been falsification of information submitted on application materials that may be grounds for disqualification or separation, the company will provide guidance and a recommendation to the appropriate managers.
- 5) If a current employee is terminated or resigns as a result of information obtained from the initial background check, and there has been no falsification of information submitted on application materials, the employee will receive his/her accrued, unused annual leave.

Dispute Information

If a candidate or current employee disputes the accuracy of any information obtained in a background check (including criminal records) he/she should be referred to the agency that provided the information. Such dispute will not necessarily impact the hiring process. A candidate or current employee disputing the accuracy of information will have three (3) business days to conclusively demonstrate the inaccuracy of the information obtained in a background check, after which time an employment decision may be made.

Procedure

New Employees: To be considered for employment, all prospective employees must go to a BCII authorized agency and submit fingerprints. All job offers must be made “contingent upon successful completion of a background check.” After the contingent offer is made, the hiring official will notify the employee and provide all of the required documents. After the background check is successfully completed, generally three to five working days, the company will notify the employee. The new employee may begin work at any time after that. On those rare occasions when the background check is not satisfactory, the company will provide guidance and a recommendation to the supervisor and/or manager.

Current Employees: Current employees in security-sensitive positions must complete and submit the forms through BCII authorized agency. Continued employment is contingent upon successful completion of a background check. After the background check is successfully completed, the company will notify the hiring official. On those rare occasions when the background check reveals information which bears a demonstrable negative relationship to the employee’s suitability to perform the required duties and responsibilities of his/her current position, the company will provide guidance and a recommendation to the hiring department.

Subsequent Criminal Convictions

In the event that an employee subject to this policy receives a criminal conviction after successful completion of the initial background check, that employee may inform the company in order to determine whether or not the conviction is relevant to his/her job under this policy. If the conviction is not relevant, no adverse action will be taken. If the conviction is relevant, employment may be terminated, or the employee may resign. In either case, the employee will receive his/her accrued, unused annual leave. Employees who fail to notify the company about a “subsequent criminal conviction” that proves to be relevant to their job, will be terminated for cause and will forfeit eligibility to receive payment for his/her accrued, unused annual leave.

Consumer reports may be obtained as part of the SIMPLY EZ HDM of NE Ohio LLC, employer’s evaluation of my job application/employment. The reports may be procured by Simply EZ HDM of NE Ohio LLC and may include a background check. By signing this disclosure, I hereby authorize the company to procure such reports and additional reports about me from time to time, as it deems appropriate, to evaluate eligibility for other employment purposes.

NAME: _____ **PHONE #:** _____

ADDRESS: _____

DOB: _____ **SS#:** _____

DL#: _____

Employee Signature _____

Date _____

Drug Testing Consent & Release Form

I, _____, as an employee/applicant, hereby acknowledge that the company's policy requires me to submit to urine drug testing and/or breath alcohol testing if requested.

I further understand that the purpose of this analysis is to determine or rule out the presence of non-prescribed or prohibited dangerous controlled substances in my system.

I hereby freely and voluntarily consent to this request for a urine sample and/or breath alcohol test and agree to participate in the testing program.

I hereby and herewith release the company, its employees, agents and contractors from any and all liability whatsoever arising from this request for testing, from the actual testing procedures, and from decisions made concerning my application for or continuation of employment based on the results of the analysis.

I agree to cooperate in all aspects of the testing program.

I hereby authorize the release of my drug and/or alcohol test results to the Drug Free Workplace Coordinator, contractor's examining physician, as provided by the company's policy.

Should there be a positive test, I understand that the company may ask me to provide information about any legal non-prescriptive drugs and other drugs for which I have prescribed that I take routinely or have taken within the last thirty (30) days.

I further acknowledge that the company has provided me with an opportunity to ask questions related to its drug and alcohol testing program and that all my questions have been answered.

Employee/Applicant Signature: _____

Printed Name: _____

Management Signature: _____

Date of Signatures: _____

Acknowledgement of Receipt of Drug-Free Workplace Policy

Signing this form acknowledges that you have received a copy of the company's drug-free Policy, has had the opportunity to discuss the Policy and have questions answered, and understands all of the provisions in the Policy. Although it reflects the company's current Policy regarding substance use, it may be necessary to make changes from time to time to best serve the needs of our organization. However, any change deemed necessary will be made in writing, and the modified Policy will be shared with every employee.

By my signature below, I acknowledge that I have received a copy of the drug-free Policy. I understand that it is my obligation to read, understand and comply with the procedures and provisions contained within this Policy.

I understand that it is a violation of the program if I refuse to take a drug or alcohol test when required by the company.

It is company policy to require employees to submit for drug and alcohol testing in the following circumstances: pre-employment, post-accident, and reasonable suspicion.

I also understand and agree that I must comply with the policy as a condition of my employment and that any violation of the program and or failure to comply with any aspect of the program may be a basis for corrective action, including termination of my employment. Nothing in this agreement alters your employment status. The company hopes our employment relationship with you will be a happy and enduring one. Nevertheless, you remain free to resign your employment at any time for any or no reason without notice. Similarly, the company reserves the right to terminate you, for any or no reason, without notice. No one can alter your at will status except the Owner, in writing.

Employee's Signature

Printed Name

Management

Date Signed

Employee Set-Up

COMPANY NAME: Simply EZ HDM NE Ohio LLC

NEW HIRE

CHANGE FORM

Email: bill.evans@apexpayroll.com

DEMOGRAPHICS:

EMPLOYEE NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: (_____) _____

SOCIAL SECURITY #: _____

MARITAL STATUS: _____ SEX: _____

BIRTHDATE: _____ HIRE DATE: _____

WORK LOCATION (CITY): _____

POSITION: _____ Class: _____

PAY FREQUENCY (weekly, Bi-Weekly, etc.) _____

PAY RATE: \$ _____ per hour \$ _____ Annual Salary: _____

DEDUCTIONS (court garnishments, child support order, insurance, uniforms, 401K, etc.)

Provide copies as applicable: _____

TAXES:

FEDERAL: (Form W-4)

Single _____ or Married _____.

Married/Withhold at Single Rate _____

of Exemptions _____

Additional Withholding per Paycheck \$ _____

STATE: (Form IT-4)

of Exemptions _____

Additional Withholding per Paycheck \$ _____

SCHOOL DISTRICT EMPLOYEE RESIDES IN: _____

Motor Vehicle Record Disclosure and Release Form

In connection with my ongoing employment or my application for employment, and I secure a position with this company, I understand that a motor vehicle record, which contains public record information, may be requested. I further understand that such report(s) will contain personal information and public record information concerning my driving record from federal, state, and other agencies that maintain such records, as well as independent services that provide driving record information.

EMPLOYEE INFORMATION

NAME: _____

ADDRESS: _____

PHONE #: _____

DOB: _____

SS#: _____

DL#: _____

Consumer reports may be obtained as part of the **SIMPLY EZ HDM of NE Ohio LLC**, employer's evaluation of my job application/employment. The reports may be procured by Rinehart Insurance and may include my driving record, an assessment of my insurability under the company's insurance coverages or other consumer reports. By signing this disclosure, I hereby authorize the company to procure such reports and additional reports about me from time to time, as it deems appropriate, to evaluate my insurability or for other permissible purposes. By signing this document, I am also giving Rinehart Insurance my permission to send a copy of my current MVR directly to Simply EZ Home Delivered Meals for their evaluation and records.

Employee Signature _____ Date _____

Tardiness / Absent

If you are going to be late you are to call the office and speak only with your supervisor or upper management. No other staff is to take a message for you.

If a substitute is made, your supervisor or management will be notified of the change. The written schedule will also indicate the substitution. You must inform your supervisor or management by telephone or written note. If you are sick, you must bring a written excuse from your physician. If this information is not followed, a written notice or termination could result.

- First offense – written/verbal
- Second offense – 3-day suspension of scheduled days
- Third offense – termination

Printed Name

Signature

Date

Sexual Harassment

Sexual harassment is forbidden. Violation of this policy may be the basis for disciplinary action, including termination. This policy is applicable to not only all personnel, but also to those with whom we do business, including consumers and vendors. It is everyone's responsibility to create an environment free of sexual coercion or unwanted sexual conduct.

Sexual harassment is defined as "unwelcome" sexual advances, requests for sexual favors and other verbal or physical conduct of a nature when: (a) submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment, or (b) submissions to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individuals, or (c) such conduct has the effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Such conduct will not be tolerated. If you believe that you have been subjected to sexual harassment, you should notify a member of your management team or the owners.

I have read and understand this policy and accept them.

Printed Name

Date

Signature

EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

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

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

BENEFITS & PROTECTIONS

ELIGIBILITY REQUIREMENTS

REQUESTING LEAVE

EMPLOYER RESPONSIBILITIES

ENFORCEMENT

For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

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





Fact Sheet #28: The Family and Medical Leave Act

Revised February 2023

The Family and Medical Leave Act (FMLA) provides job-protected leave from work for family and medical reasons. This fact sheet explains FMLA benefits and protections.

ABOUT THE FMLA

The FMLA provides eligible employees of covered employers with job-protected leave for qualifying family and medical reasons and requires continuation of their group health benefits under the same conditions as if they had not taken leave. FMLA leave may be unpaid or used at the same time as employer-provided paid leave. Employees must be restored to the same or virtually identical position when they return to work after FMLA leave.

Eligible employees: Employees are eligible if they work for a covered employer for at least 12 months, have at least 1,250 hours of service with the employer during the 12 months before their FMLA leave starts, and work at a location where the employer has at least 50 employees within 75 miles.

Covered employers: Covered employers under the FMLA include:

- Private-sector employers who employ 50 or more employees in 20 or more workweeks in either the current calendar year or previous calendar year,
- Public agencies (including Federal, State, and local government employers, regardless of the number of employees), and
- Local educational agencies (including public school boards, public elementary and secondary schools, and private elementary and secondary schools, regardless of the number of employees).

The FMLA protects leave for:

- The birth of a child or placement of a child with the employee for adoption or foster care,
- The care for a child, spouse, or parent who has a serious health condition,
- A serious health condition that makes the employee unable to work, and
- Reasons related to a family member's service in the military, including
 - Qualifying exigency leave - Leave for certain reasons related to a family member's foreign deployment, and
 - Military caregiver leave - leave when a family member is a current servicemember or recent veteran with a serious injury or illness.

Download "[The Employee Guide to the Family and Medical Leave Act](#)" for more information about the FMLA, including how to request FMLA leave.

USING FMLA LEAVE

Eligible employees may take:

- Up to 12 workweeks of leave in a 12-month period for any FMLA leave reason except military caregiver leave, and
- Up to 26 workweeks of military caregiver leave during a single 12-month period.

Examples:

- Sheila works 32 hours a week at a shoe store. When Sheila needs to take FMLA leave for 12 weeks, she may use up to 32 hours of FMLA leave a week for 12 weeks.
- Chester works 40 hours a week as an administrative assistant. When Chester needs to take FMLA leave for 12 weeks, he may use up to 40 hours of FMLA leave a week for 12 weeks.
- Kayden works 50 hours a week as a cook at a restaurant. When Kayden needs to take FMLA leave for 12 weeks, he may use up to 50 hours of FMLA leave a week for 12 weeks.

Intermittent or reduced schedule leave. Employees have the right to take FMLA leave all at once, or, when medically necessary, in separate blocks of time or by reducing the time they work each day or week. Intermittent or reduced schedule leave is also available for military family leave reasons. However, employees may use FMLA leave intermittently or on a reduced leave schedule for bonding with a newborn or newly placed child only if they and their employer agree.

Examples:

- Sheila has a daughter who serves in the Armed Forces and was seriously injured during deployment overseas. Sheila needs FMLA leave for one-half of her usual workweek (16 hours) over the next six months to assist with her daughter's care.
- Chester has a serious mental health condition that sometimes affects his ability to work. Occasionally, when Chester is unable to work because of his mental health, he takes FMLA leave, usually for one to three weeks at a time. Chester also takes FMLA leave every now and then for an hour or two when he has an appointment to see his doctor or attend therapy to treat his condition.
- Kayden, a cook, works Tuesday through Saturday. His father, Emile, has a serious health condition. Kayden and his wife, Maeve, take turns bringing Emile to dialysis during the week. Every other Friday evening Kayden uses five hours of FMLA leave to help his father. Even though his wife helps, Kayden also occasionally uses five hours of FMLA leave on other evenings to help his father.

Paid leave. FMLA is job-protected, unpaid leave. Employees may use employer provided paid leave at the same time that they take FMLA leave if the reason they are using FMLA leave is covered by the employer's paid leave policy. An employer may also require an employee to use their paid leave during FMLA leave.

Examples:

- Sheila works for a shoe store that provides her with one week of paid vacation time every year. The store always requires employees to use their paid vacation time when they take time off from work for any reason, even if they are not taking a vacation. When Sheila takes 16 hours of FMLA leave because of her daughter's deployment with the Armed Forces to a foreign country, her employer pays her for her FMLA time off and deducts 16 hours from her one week of vacation time.
- When Chester needs FMLA leave for his own serious health condition, he uses paid sick leave that is part of his job benefits.
- The restaurant where Kayden works provides him paid sick leave that he can use for his own health needs but not for family care. Kayden also has other paid time off (PTO) that he uses when he takes leave to care for his father who has a serious health condition.

Requesting FMLA leave. Employees do not have to specifically ask for FMLA leave but do need to provide enough information so the employer is aware the leave may be covered by the FMLA. Employees must provide notice to their employer as soon as possible and practical that they will need to use FMLA leave. For example, if an employee knows that they have a procedure for a serious medical condition scheduled in three weeks, the employee needs to provide notice to the employer as soon as the procedure is scheduled. Employers may ask for information from the health care provider before approving FMLA leave and must allow 15 calendar days to provide the information. In some circumstances, such as when the employee's health care provider is not able to complete the certification information timely, employees must be allowed additional time.

FMLA LEAVE BENEFITS AND PROTECTIONS

Job protection. Employees who use FMLA leave have the right to go back to work at their same job or to an equivalent job that has the same pay, benefits, and other terms and conditions of employment at the end of their FMLA leave. Violations of an employee's FMLA rights may include changing the number of shifts assigned to the employee, moving the employee to a location outside of their normal commuting area, or denying the employee a bonus for which they qualified before their FMLA leave.

An employer cannot threaten, discriminate against, punish, suspend, or fire an employee because they requested or used FMLA leave. Violations of an employee's FMLA rights may include actions such as writing up the employee for missing work when using FMLA leave, denying a promotion because the employee has used FMLA leave, or assessing negative attendance points for FMLA leave use.

Group health plan benefits. Employers are required to continue group health insurance coverage for an employee on FMLA leave under the same terms and conditions as if the employee had not taken leave. For example, if family member coverage is provided to an employee, family member coverage must be maintained during the employee's FMLA leave.

SPECIAL FMLA RULES FOR SOME WORKERS

FMLA Leave and Teachers. Special rules apply to employees of elementary schools, secondary schools, and school boards. Generally, these rules apply when an employee needs intermittent leave or leave near the end of a school term.

FMLA Eligibility for Flight Crews. Airline flight crew employees have special hours of service eligibility requirements. For more information about the special rules for flight crew employees, see [Fact Sheet #28J](#).

FMLA Eligibility for Servicemembers under the Uniformed Services Employment and Reemployment Rights Act (USERRA)

Returning servicemembers are entitled to receive all rights and benefits of employment that they would have obtained if they had been continuously employed. Any period of absence from work due to USERRA-covered service counts toward an employee's months and hours of service requirements for FMLA leave eligibility.

ADDITIONAL PROTECTIONS

State Laws

Some States have their own family and medical leave laws. Nothing in the FMLA prevents employees from receiving protections under other laws. Workers have the right to benefit from all the laws that apply.

Protection from Retaliation

FMLA is a federal worker protection law. Employers are prohibited from interfering with, restraining, or denying the exercise of, or the attempt to exercise, any FMLA right. Any violations of the FMLA or the FMLA regulations constitute interfering with, restraining, or denying the exercise of rights provided by the FMLA. For more information about prohibited employer retaliation under the FMLA, see [Fact Sheet #77B](#) and [Field Assistance Bulletin 2022-2](#).

Enforcement

The Wage and Hour Division is responsible for administering and enforcing the FMLA for most employees. If you believe that your rights under the FMLA have been violated, you may file a complaint with the Wage and Hour Division or file a private lawsuit against your employer in court. State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most Federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website:

<http://www.dol.gov/agencies/whd> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.



The contents of this document do not have the force and effect of law and are not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.