

# BETTER TOGETHER HOME AND COMMUNITY SERVICES, LLC

## Employee Handbook

Updated 7/20/2023

*we are better together*

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## Table of Contents

Welcome Message from the Executive Director .....	5
OUR GOAL AND MISSION STATEMENT .....	6
PURPOSE OF THIS HANDBOOK .....	7
EMPLOYMENT .....	8
“At-Will” Employment Statement.....	8
ADA/ADAAA Statement and Procedures for Requesting an Accommodation.....	8
Equal Employment Opportunity .....	9
Immigration Status/I-9 Documentation .....	9
Employee Classification and Status .....	10
Anniversary Date .....	11
Nepotism, Employment of Relatives and Personal Relationships.....	11
Internal Transfers and Promotions .....	12
Background, Fingerprinting and Reference Checks.....	12
Personnel Records.....	13
Reduction in Force .....	13
ORIENTATION AND TRAINING.....	14
All Employees.....	14
Developmental Disabilities Waiver Program .....	14
Developmental Disabilities Waiver Program Service Coordinators, Supervisors and Managers.....	15
Licensed Nurses .....	16
Employee Development.....	16
WHAT WE EXPECT OF YOU .....	17
Code of Conduct.....	17
Customer Relations and Housekeeping .....	17
Attendance .....	18
Tardy * .....	- 1/2 point..... 19
Leave Early (more than 1 hour prior to the end of the shift) - 1/2 point.....	19
Full Day Absence.....	-1 point ..... 19
No Call / No Show .....	- 3 points..... 19
Progressive Attendance Discipline will be as follows: .....	19
3 points .....	Verbal warning..... 19
5 points .....	Written warning ..... 19

6 points .....Termination.....	19
There will be no points given for the following instances: .....	19
→ Lack of work .....	19
→ Injury while working .....	19
→ Pre-approved leave of absence or PTO use .....	19
→ Bereavement in the immediate family.....	19
→ Military Duty.....	19
→ Medical appointment due to on-the-job injury .....	19
→ Jury Duty.....	19
→ Employee can demonstrate in writing from a physician a legitimate illness/emergency .....	19
Social Media.....	19
Smoke-Free Workplace .....	21
Anti-Discrimination/Harassment.....	21
Employee Recourse .....	22
Anti-Bullying Policy.....	23
Whistleblower Protection Policy.....	23
Weapons Policy .....	24
Dress Code and Personal Appearance .....	24
Drug/Alcohol Free Environment.....	25
Security Checks.....	27
Performance Management.....	27
Separation of Employment.....	29
Confidentiality and Witnessing of Documents .....	30
COMPENSATION.....	31
Overtime and Payroll.....	31
Non-exempt Employees.....	31
Exempt Employees .....	32
Employees Performance and Salary Review .....	33
EMPLOYEE BENEFITS.....	35
Mileage and Approved Expense Reimbursement.....	35
Holidays.....	35
Benefits.....	36
COBRA.....	36
Other Employment While on Leave Prohibited .....	37
Paid Time Off (PTO) -.....	37

Bereavement, Jury Duty, Military, and Voting.....	40
Unpaid Leave .....	40
Medical Leaves of Absence (FMLA).....	41
Military Leave .....	42
SAFETY .....	44
Workers' Compensation.....	44
Emergency Codes.....	44
Safety and Accidents.....	44
COMMUNICATION .....	46
Electronic Communication and Internet.....	46
Suggestion Program.....	47
Open Door Policy and Grievances .....	47
Solicitations, Fundraising, Distribution and Posting of Materials.....	48
Information Board .....	49
Social Security Number Privacy Policy .....	49
ACKNOWLEDGEMENT AND AGREEMENT .....	50

## Welcome Message from the Executive Director

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Dear Employee,

On behalf of Better Together Home and Community Services, LLC (BTHC) I am pleased to welcome you to our team.

Whether you have just joined our staff or have been at BTHC for a while, we are confident that you will find us both a dynamic and rewarding place to work.

You were selected for employment due to the attributes you displayed that appear to match the qualities we look for in an employee. I am looking forward to seeing you grow and develop into an outstanding employee who exhibits a high level of caring, concern and compassion for the people we serve.

The keys to your success will include: dependability, reliability, openness, follow-through, attentiveness, documentation, following policies and procedures, and contributing to a culture of respect. Your professional growth is important to us. Your success contributes to the quality of life of the people served and to the success of BTHC.

Again, Welcome!

Sincerely,



Sheilla Allen  
Executive Director



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## OUR GOAL AND MISSION STATEMENT

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### Our Mission

The Mission of Better Together Home and Community Services, LLC is to work in harmony with individuals, families, and the community to enhance the lives of persons served. Our goal is to be honest, ethical, accountable, reliable, and thoughtful in all areas. We believe we are Better Together.

### Our Vision

We envision a world where all people are empowered by their choices and honored for their vision of the future.

### Our Values

Better Together is guided by our belief and commitment to:

**Inclusiveness:** we respect people, value diversity, and are committed to equality.

We believe it is all about People.

**Participation:** We value and recognize the contribution of all our stakeholders and most especially persons served to participate in all levels of our organization and the community.

**Quality:** We strive for excellence through continuous quality improvement.

**Communication:** We believe more communication is Better. No matter the situation it is always more communication that solves problems and builds rapport.

**Ethics:** We believe doing the right thing is never the wrong thing.

**Togetherness:** We believe that we are Better Together. Working in true collaboration we can affect change in the world and in individual lives.

## PURPOSE OF THIS HANDBOOK

This handbook has been prepared to inform new employees of the policies and procedures of Better Together Home and Community Services, LLC. (BTHC) and to establish the company's expectations. It is not all inclusive or intended to provide strict interpretations of our policies; rather, it offers an overview of the work environment. This handbook is not a contract, expressed or implied, guarantying employment for any length of time and is not intended to induce an employee to accept employment with the company.

Better Together Home and Community Services, LLC reserves the right, at its sole discretion, to amend the Policies and other contents of this employment handbook at any time. Except as specifically provided in this handbook, no additional obligations, amendments or exceptions to these Policies can be imposed upon BTHC at any time, for any reason, except by a Principal of BTHC, in a signed writing, directed to the particular employee. No other employee, representative or agent of BTHC, had in the past, or now has, the authority to amend, alter or change the Policies set forth in this employee handbook or to enter into any agreement concerning the terms and conditions of your employment at Better Together Home and Community Services, LLC

This handbook supersedes and replaces any and all personnel policies and manuals previously distributed, made available or applicable to employees.

### **NOTICE: NO CONTRACT**

The contents of this handbook are presented as a matter of information only. BTHC reserves the right to modify, revoke, suspend, terminate, or change any or all such benefits, policies, or procedures, in whole or in part, at any time, with or without notice. All employees with BTHC are employed at-will, allowing either the employee or the company to terminate the employment relationship at any time for any reason. This handbook does not create, nor should it be reasonably understood to constitute a contract of employment between BTHC. and its employees.

**DISCLAIMER:** Nothing in this Employee Handbook shall be construed to restrict an employee's rights under Sections 7 and 8(a)(1) of the National Labor Relations Act. No policy set forth in this Employee Handbook shall be construed or understood to prevent an employee to engage in discussions or activities involving the terms and conditions of employment, wages, hours, and working conditions.

## EMPLOYMENT

### “At-Will” Employment Statement

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Employment with Better Together Home and Community Services, LLC (hereafter also referred to as “BTHC”), is at-will. This means that neither the employee nor BTHC, Inc. has entered into a contract regarding the duration or any term or condition of employment. Employees are free to terminate employment with BTHC, Inc. at any time, with or without reason. Likewise, BTHC, Inc. has the right to terminate an employee's employment, or otherwise discipline, transfer, or demote the employee at any time, with or without reason, at the discretion of BTHC, Inc. Completion of the progressive discipline process is not required prior to termination of employment.

No employee of BTHC, Inc. can enter into an employment contract for a specified period of time, or make any agreement contrary to this policy, without the written approval from the Executive Director.

Nothing contained in this Handbook, an offer letter, email, or other communication (verbal or written) is intended to alter or abrogate this at-will employment relationship. The only exception is a written document signed by the Executive Director which clearly states that it is a contract of employment for a specified duration or on specified terms.

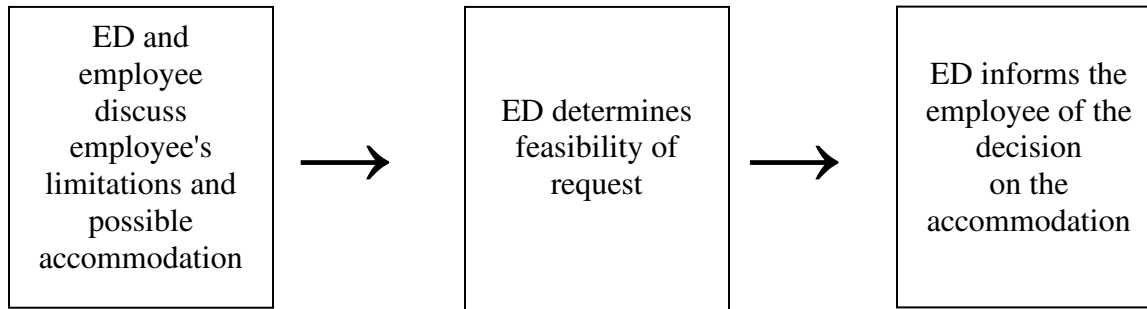
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### ADA/ADAAA Statement and Procedures for Requesting an Accommodation

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BTHC is committed to complying with all applicable provisions of the Americans with Disabilities Act (ADA) and the Americans with Disabilities Act Amendments Act (ADAAA). It is BTHC, Inc.'s policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of an individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, BTHC, Inc. will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA/ADAAA, who has made BTHC, Inc. aware of his or her disability, provided that such accommodation does not constitute an undue hardship on BTHC, Inc. Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job are encouraged to contact Executive Director and request a reasonable accommodation in writing. In addition to the form to request the accommodation, a written request from a physician may be required.





The ADA/ADAA does not require BTHC, Inc. to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items (i.e. eyeglasses, hearing aids, wheelchairs, etc.)

## Equal Employment Opportunity

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BTHC, Inc. is an equal employment opportunity employer. Employment decisions are based on merit, qualifications, abilities and business needs, and not on race, color, LGBTQ status, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law. BTHC, Inc. complies with the law regarding reasonable accommodation for employees with disabilities.

BTHC, Inc.'s equal employment opportunity policy applies to all aspects of employment, including compensation, discipline, hiring, performance reviews, promotions, benefits, termination, training, and other terms and conditions of employment.

BTHC, Inc.'s is committed to compliance with all applicable laws providing equal employment opportunities. If you are aware of an incident of discrimination, you are obligated to report it to manager or supervisor.

## Immigration Status/I-9 Documentation

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The U.S. Immigration and Naturalization Service requires that BTHC and candidates for employment provide specific information within three (3) days of commencing employment. Candidates for employment must complete Section 1 of Form I-9 and provide the Company with specific documents to establish their identity and employment eligibility.

Identity can be established by providing documentation such as a current state-issued driver's license, state-issued identification card, or similar document such as a school I.D. with photograph, voter's registration card, or military service record.

An employment eligibility document is a valid Social Security card, a birth certificate, or any immigration document.

BTHC believes in strict compliance with I-9 compliance and will not accept any deviation in compliance with the I-9 processes. An employee that fails to comply with the I-9 requirements will be immediately terminated.

It is the policy of Better Together that training on I-9 compliance is a priority and the following will occur:

- a. The staff will always be trained on Form I-9 retention procedures.
- b. I-9s will be maintained in a central location and will be accessible in a manner that allows them to be produced in accordance with government agency requests.
- c. Employment authorization that has expired will be re-verified in accordance with U.S. Citizen and Immigration Services.

The Executive Director will be responsible for storing, tracking re-verification, and purging I-9s appropriately.

## Employee Classification and Status

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This policy describes the various classifications of positions in terms of employment FLSA designation (exempt or nonexempt) and employee status definition (full-time, part-time, and temporary).

The Fair Labor Standards Act, as amended, classifies employee positions as either "exempt" or "nonexempt." The FLSA classification designation of a position determines how an employee may be paid, among other things, for hours worked in excess of forty (40) hours per week and whether or not they are subject to the minimum wage and overtime provisions of the Fair Labor Standards Act. The Owner Members determines which positions will be exempt or nonexempt.

### Classification

#### Exempt Employees

Exempt employees are salaried employees and are paid bi-monthly and are not subject to the minimum wage and overtime provisions of the Fair Labor Standards Act. Exempt employee positions include such positions as CEO, CFO, managers, service coordinators, program managers, and accountant. This list is for illustrative purposes only, and is not meant to be all inclusive. Whether an employee is exempt or non-exempt is governed by the FLSA.

#### Nonexempt Employees

Nonexempt employees are employees paid on an hourly basis and are subject to the minimum wage and overtime provisions of the Fair Labor Standards Act. Nonexempt staff employees are paid bi-weekly and hours worked are reported on a time sheet. They are entitled to premium compensation for overtime work. Nonexempt employee positions include such positions as direct service employee I, II, and III. This list is for illustrative purposes only, and is not meant to be all inclusive. Whether an employee is exempt or non-exempt is governed by the FLSA.

If you believe that you have been misclassified as exempt or non-exempt, you must immediately inform the Program Supervisor who will immediately investigate and make any corrections to your classification, any improper deductions of pay, and any overtime or other compensation that may be owed as a result of the investigation.

### Status

### Regular Full-Time Employees

A regular full-time employee is normally scheduled to work at least forty (40) hours per week.

### Regular Part-Time Employees

A regular part-time employee is normally scheduled for an indefinite period of time and is scheduled to work less than thirty (30) hours per week.

### Temporary Employees

A temporary employee is hired (full-time or part-time) into a position that is designated to run for a defined period of time. This may happen for various reasons (i.e. coverage for an employee out on medical leave, to complete a special project).

### Interns

An unpaid individual who must be enrolled in college and working on a field practicum for education credit.

### Employees Holding Multiple Positions

An employee working two (2) regular part-time positions, totaling forty (40) hours per week, will be considered a regular full-time employee. If the total hours regularly worked are less than forty (40), the employee will be considered regular part-time. An employee may not be routinely paid on more than one (1) payroll (such as both bimonthly and biweekly).

## Anniversary Date

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The employee's first day of employment is considered the employee's "official" anniversary/service date. The employee's service/anniversary date is used to compute various conditions and benefits described in this Human Resources Policy and Procedure Manual.

Former employees who are re-hired by Better Together Home and Community Services, LLC will have their former tenure with BTHC counted as years of service if the period of time between their separation and re-hire is less than six months.

## Nepotism, Employment of Relatives and Personal Relationships

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BTHC wants to ensure that corporate practices do not create situations such as conflict of interest or favoritism. This extends to practices that involve employee hiring, promotion and transfer. Close relatives, partners, those in a dating relationship or members of the same household are not permitted to be in positions that have a reporting responsibility to each other *unless* approved by the Executive Director. Close relatives are defined as husband, wife, domestic partner, father, mother, father-in-law, mother-in-law, grandfather, grandmother, son, son-in-law, daughter, daughter-in-law, uncle, aunt, nephew, niece, brother, sister, brother-in-law, sister-in-law, step relatives, cousins and domestic partner relatives.

If employees begin a dating relationship or become relatives, partners or members of the same household and if one party is in a supervisory position, that person is required to inform management and the Executive Director of the relationship.

BTHC, Inc. reserves the right to apply this policy to situations where there is a conflict or the potential for conflict because of the relationship between employees, even if there is no direct-reporting relationship or authority involved.

## Internal Transfers and Promotions

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BTHC prefers to promote from within and may first consider current employees with the necessary qualifications and skills to fill vacancies above entry level, unless outside recruitment is considered to be in BTHC's best interest.

To be considered for a job vacancy, employees must have satisfactory job performance, are in good standing with BTHC, LLC.(i.e. no disciplinary actions within the last 6 months) and been in their current position for a minimum of 6 months. BTHC reserves the right to transfer employees between departments, facilities, and reassign job duties depending on company need. Management reserves the right to waive position longevity.

## Background, Fingerprinting and Reference Checks

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BTHC ensures that employees are qualified, maintains a safe work environment, and complies with state and federal regulations by conducting background checks on all applicants. Background checks may include verification of information on the applicant's resume and application.

New Mexico Department of Health requires several checks prior to hire, at hire, and ongoing which may include, but is not limited to fingerprinting, employment and personal references, driving records, consolidated online registry for abuse, office of the investigator general, and college transcripts.

All offers of employment are conditional based on receipt of a background check report that is acceptable to BTHC. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal privacy and antidiscrimination laws. Reports are kept confidential and are only viewed by individuals involved in the hiring process.

If information obtained in a background check would lead BTHC to deny employment per State Disqualifying events, a copy of the report will be provided to the applicant, and the applicant will have the opportunity to dispute the report's accuracy. Background checks may include a criminal record check, although a criminal conviction does not automatically bar an applicant from employment.

Additional checks such as a driving record or credit report may be made on applicants for particular job categories if appropriate and job related.

BTHC reserves the right to conduct a background check for current employees to determine eligibility for promotion or reassignment in the same manner as described above.

## Personnel Records

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BTHC maintains employee files at each location and the files are considered confidential. Managers and supervisors may only have access to personnel file information on a need to know basis.

A manager or supervisor considering the hiring of a former employee or transferring a current employee may be granted access to the files, or limited parts of it, in accordance with antidiscrimination laws.

Requested copies of personnel files by current and former employees will be received within three days of the request. Request for copies must be in writing. Personnel files are to be reviewed with a company employee present (i.e., supervisor, HR, etc.) Personnel files may not be taken outside of the department.

For your protection, convenience, and benefit, you are requested to notify your supervisor immediately of any change in your name, address, phone number, or number of dependents. Keeping this information accurate enables us to reach you in an emergency, forward your mail and W-2 forms, maintain your insurance and other benefits and compute your payroll deductions. This personal information will be handled with complete confidence. We will not supply personal information to unauthorized individuals.

## Reduction in Force

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As business conditions change, it is sometimes necessary to re-focus, reduce or eliminate business activities. This may result in the reduction of the workforce. In such situations, Better Together Home and Community Services, LLC believes that it is important to retain the people best suited to accomplish business objectives and to treat employees equitably.

In such circumstances, it is BTHC's intent to give as much advance notice of job elimination as possible to affected employees. Only the Executive Director has the authority to orchestrate a reduction in force.

In conducting any reduction in work force, BTHC will comply with all regulations and guidelines promulgated by the EEOC to ensure that such reduction in work force does not have a disparate impact on the older worker and all other workers that are protected by Title VII.

# ORIENTATION AND TRAINING

## All Employees

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BTHC provides training for all employees as part of the conditions of employment. Courses may be required annually, or a one-time instruction as indicated by the course. **These courses must be completed in the first 30 days of employment** and annually thereafter or be subject to BTHC' progressive disciplinary procedure.

Courses include the following:

- Ergonomics –The Law of Work (OSHA1)
- Slips, Trips, and Falls (OSHA2)
- Hazard Communication Training – (OSHA)
- Health Insurance Portability and Accountability Act (HIPPA)
- Emergency Procedures
- Universal Precautions – Blood Bourne Pathogens
- Transportation Safety

Additionally, training may be required by BTHC, Inc. or by the program you are assigned to or may be position specific. Please refer to the complete training index or your supervisor to ensure that you are aware of all the requirements.



## Developmental Disabilities Waiver Program

BTHC provides training for employees who are employed in the DD Waiver Programs. These trainings are part of the conditions of employment when working with the DD Waiver Services. These include services provided by DSEs, Service Coordinators, and Supervisors and Managers. Courses may be required as a one-time instruction or be required to be retaken as needed. Employees who do not complete these trainings may be subject to BTHC' progressive disciplinary procedure including but not limited to termination of employment.

Courses may be offered by BTHC or other agencies through [www.TrainNewMexico.Com](http://www.TrainNewMexico.Com) and may include online instruction in combination with classroom instruction. Some courses may be online trainings or in person.

Course Name	Days for Compliance	Access Location
ANE Awareness	30, then annually	Online Courses or Training Calendar
HIPPA	30	Online Courses
Standard Precautions	30	Online Courses
Keys to Health	30	Online Courses or Training Calendar
Introduction to Person Centered Planning	30	Online Courses
Introduction to Waivers	30	Online Courses
Individual Service Plan (ISP) DSP/DSS	60	Training Calendar
Assisting with Medication Delivery (if required in MAAT)	90	Part 1 Online, Parts 2 and 3 Training Calendar
Advocacy in Action	90	Online Courses and Training Calendar
Communication Supports Training	90	Online Courses and Training Calendar
Positive Supports Training	90	Online Courses and Training Calendar

## Developmental Disabilities Waiver Program Service Coordinators, Supervisors and Managers

Service Coordinators, Supervisors, and Program Managers have additional Development Disabilities Waiver training requirements by the Developmental Disabilities Supports Division Training Unit under the New Mexico Department of Health as part of the conditions of employment. Courses may be required annually or a one-time instruction as indicated by the course. These courses must be completed in the time indicated below or be subject to BTHC' progressive disciplinary procedure.

Courses may be offered by BTHC or other agencies through [www.TrainNewMexico.Com](http://www.TrainNewMexico.Com) and may include on-line instruction in combination with classroom instruction.

### DDW & SGF Internal Service Coordinator

Course Name	Days for Compliance	Access Location
ANE Awareness	30, then annually	Online Courses or Training Calendar
HIPPA	30	Online Course
Standard Precautions	30	Online Courses
Introduction to Waivers	30	Online Course
Keys to Health	30	Online Courses or Training Calendar
Introduction to Person-Centered Planning	30	Online Courses
Promoting Effective Teamwork	60	Training Calendar
Individual Service Plan (ISP) CM/SC	60	Training Calendar
Assisting with Medication Delivery (if required in MAAT)	90	Part 1 Online, Parts 2 and 3 Training Calendar
Advocacy in Action	90	Online Courses or Training Calendar
Introduction to Supporting Sexuality for Persons with I/DD	90	Training Calendar
ISP Critique	90	Training Calendar
Communication Supports Training	90	Online Courses or Training Calendar
Positive Supports Training	90	Online Courses or Training Calendar
Aspiration Risk Management (ARM)	180	Online Courses or Training Calendar



## Licensed Nurses

BTHC Nurses are required to meet the Developmental Disabilities Waiver training requirements by the Developmental Disabilities Supports Division Training Unit under the New Mexico Department of Health as part of the conditions of employment. These courses must be completed in the time indicated below or be subject to BTHC' progressive disciplinary procedure including, but not limited to, termination of employment. Courses may be offered by BTHC or other agencies through [www.TrainNewMexico.Com](http://www.TrainNewMexico.Com) and may include online instruction in combination with classroom instruction.

### DDW Nurse

Course Name	Days for Compliance	Access Location
ANE Awareness	30, then annually	Online Courses or Training Calendar
Introduction to I/DD Nursing in NM	30	Online Course Part 1 & Regional Nurse Part 2
Introduction to Waivers	30	Online Courses
Person Centered Planning for Therapists and Nurses	60	Online Courses
Assisting with Medication Delivery (Nurse Audit)	60	Part 1 Online, Part 2 Training Calendar with Agency Trainer
Subtle Signs of Illness and Injury	90	Online Courses
Healthcare Planning for Nurses	90	Online Courses
Effective Individual Specific Training Techniques	90	Training Calendar
Aspiration Risk Management (ARM)	180	Training Calendar

Nurses will also complete Individual Specific training on all individuals on his/her caseload within the first 30 days.

## Employee Development

Better Together Home and Community Services, LLC Provides certain training and career opportunities for its employees. Employees who are interested in attending particular training that they believe would be appropriate for enhancing their skills (and/or those of other employees), should bring the details of the training to the attention of their supervisor.

If possible, the supervisor can attempt to schedule workloads to accommodate the employee's (and/or other employees') desire to attend the training. Keep in mind that the department's budget restrictions may have an impact on obtaining approval.



## WHAT WE EXPECT OF YOU

### Code of Conduct

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One of the hallmarks of Better Together is our commitment to our Mission and Values. Better Together's reputation and success must be grounded in compliance and applicable laws and regulations, but our definition of success goes well beyond compliance, including issues of integrity and ethics, diversity and respect for others.

As an employee of BTHC, you have an obligation to be honest in all your dealings with the individuals we serve, their families, fellow employees, independent contractors, vendors and third parties. Maintaining ethical standards is everyone's responsibility.

All employees must read, understand and acknowledge receipt of the Code of Conduct.

### Customer Relations and Housekeeping

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The success of BTHC depends upon the quality of the relationships between the Company, the employees, customers, suppliers and the general public. Regardless of an employee's position, each employee is a representative of BTHC.

We ask that all employees keep the premises clean and orderly. We expect all employees to clean up after themselves and persons served when working with individuals. Please respect community areas and property of other employees and persons served.

There are several things employees can do to professionally represent BTHC. These are the building blocks for BTHC's continued success:

- Treat all persons served and their families in a courteous and respectful manner.
- Refrain from discussing pay and other employment issues with persons served and their families.
- Act competently and always interact with all customers in a courteous and respectful manner.
- Promptly return phone calls from your supervisor, persons served, their families, team members and other stakeholders.
- Perform all duties in an orderly and prompt manner.
- Follow up on orders and questions promptly, and provide professional replies to inquiries and requests.
- Refer all unresolved complaints to immediate supervisor.
- Take great pride in the work and enjoy doing the very best.

**DISCLAIMER:** Nothing in this Employee Handbook shall be construed to restrict an employee's rights under Sections 7 and 8(a)(1) of the National Labor Relations Act. No policy set forth in this Employee Handbook

shall be construed or understood to prevent an employee to engage in discussions or activities involving the terms and conditions of employment, wages, hours, and working conditions.

## Attendance

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The purpose of this policy is to promote the efficient operation of the company and minimize unscheduled absences. Punctual and regular attendance is an essential responsibility of each employee. Any tardiness or absence causes problems for fellow employees and supervisors. When an employee is absent, others must perform the work, which diminishes the smooth functioning of the program.

Employees are expected to report to work as scheduled, on time and prepared to start work. Employees also are expected to remain at work for their entire work schedule. Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided. Employees who are unable to report for their scheduled shift must notify their supervisor at least 2 hours in advance of their scheduled start time. Employees must notify their supervisor themselves unless they are incapacitated and unable to do so. Violations of this policy will include disciplinary action up to and including termination.

If an employee is absent for two (2) consecutive days without calling-in, the employee shall be deemed to have voluntarily resigned from his/her job.

Employees shall not clock in more than 15 minutes prior to the start of the work day. Further, employees must clock-out at the end of the work day no more than 15 minutes after the end of their shift.

Employees are allowed no more than 6 unplanned absences per twelve month period. Approved PTO days are not counted as unplanned absences if they are scheduled at least 2 weeks in advance of the time taken off. Under 2 weeks, PTO time may be taken but it will also be charged against the unplanned absences count. Unpaid time off (leave of absence) may be granted if requested at least 1 week prior to the time taken off.

“Absence” is defined as the failure of an employee to report for work when the employee is scheduled to work. The two types of absences are defined below:

1. Excused absence occurs when all four of the following conditions are met: a) the employee provides sufficient notice to his or her supervisor, b) the reason is found credible or acceptable by his or her supervisor (see number 2 below), c) such absence request is approved by his or her supervisor, and d) the employee has sufficient accrued paid time off (PTO) to cover such absence. Employees must take earned PTO for every absence unless otherwise allowed by company policy (e.g., Leave of Absence policy, Bereavement policy, Jury Duty). Better Together uses a calendar year when determining an excessive amount of unexcused absences. (See number 2.)
2. Unplanned absence occurs when one of the four conditions in number 1 is not met. If it is necessary for an employee to be absent or late for work because of illness or an emergency, the employee must notify his or her supervisor no later than 30 minutes after the employee's scheduled starting time on that same day.

Excessive absenteeism and tardiness is grounds for corrective action, up to and including termination. Better Together has adopted an Attendance Policy that is based on a 6-point system. Points are assigned in the following manner:

Tardy *	- 1/2 point
Leave Early (more than 1 hour prior to the end of the shift)	- 1/2 point
Full Day Absence	-1 point
No Call / No Show	- 3 points

Progressive Attendance Discipline will be as follows:

3 points	Verbal warning
5 points	Written warning
6 points	Termination

There will be no points given for the following instances:

- Lack of work
- Injury while working
- Pre-approved leave of absence or PTO use
- Bereavement in the immediate family
- Military Duty
- Medical appointment due to on-the-job injury
- Jury Duty
- Employee can demonstrate in writing from a physician a legitimate illness/emergency

## Social Media

Our Company is held to a different standard when it comes to its online communications. Our customers will make a decision regarding us based upon what they read about us.

This policy and the guidelines set forth herein should be applied to any online medium where information may reflect back on the image of BTHC. This policy and guidelines applies to all forms of social media including, but not limited to: blogs, message boards, Internet forums, blogs (Wordpress®), microblogs (Twitter®, Snapchat), online profiles (Facebook® / LinkedIn® / Match® / MySpace®), diaries, journals, wikis, podcasts, chat rooms, picture albums (Flickr® / Picasa® / Shutterfly®), videos (YouTube®), email, instant messaging or any other form or process.

**DISCLAIMER:** Nothing in this policy shall be construed to restrict an employee's rights under Section 8(a)(1) of the National Labor Relations Act and specifically Section 7 of the Act. This policy does not apply to discussions or activities involving your terms and conditions of employment, wages, hours, and working conditions.

### A. General Guidelines.

In order to maintain BTHC's reputation and legal standing and to protect confidential and proprietary information of BTHC and its clients, the following guidelines apply to all employees of BTHC when using the Company's internet, computer, or related systems or devices or when using their personal systems or devices outside of work. Employees should:

- Not post as an agent or representative of the Company without first acquiring permission from the owners.

- Not unlawfully reveal confidential and/or proprietary information regarding BTHC, its clients, vendors and business associations.
- Not reveal client information.
- Be aware of Liability. You are responsible for what you post on your own site and on the sites of others. Individual bloggers have been held liable for commentary deemed to be copyright infringement, defamatory, proprietary, libelous, or obscene (as defined by the courts).
- Respect BTHC's time and property. Do not engage in personal social media conversations unrelated to your job, job conditions, and/or terms of employment while at work during normal work hours (excluding breaks or lunch break).
- Maintain transparency. The line between professional and personal business is sometimes blurred. Be thoughtful about your postings and the content of such postings and potential audiences. Be honest about your identity. In personal posts, you must be clear that you are sharing your views as an individual, not as a representative of the Company.
- Not promote BTHC with other brands or businesses.
- Not participate in personal social media conversations while at work.
- Not approve recommendations or testimonials.
- Not post obscenity, profanity, sexual references or references to illegal drugs.
- Not engage in any discriminatory conduct of any nature or form as proscribed under State and Federal law.

#### B. Posting as an Individual.

- Be authentic. Be honest about your identity.
- Use a disclaimer. If you publish content on any website outside of the Company and it has something to do about work you do, or subjects associated with the Company, use a disclaimer such as this "The postings on this site are my own and do not represent BTHC's position, strategies or opinions."
- Do not unlawfully use BTHC's logo or copyright material.
- Be accurate.
- Be aware of liability. You are responsible for what you post on your own site and on the sites of others. Individual bloggers have been held liable for commentary deemed to be copyright infringement, defamatory, proprietary, libelous, or obscene (as defined by the Courts). Discriminatory conduct of any nature or form as proscribed under State and Federal law.
- Conform to HIPAA federal privacy requirement

Better Together Home and Community Services, LLC reserves the right to monitor comments or discussions about its employees, clients, competitors and the industry posted by anyone for the purpose of protecting legitimate protected proprietary, confidential and financial information, enforce anti-harassment and anti-discrimination policies, and to protect client confidential information.

Employees are also cautioned that they should have no expectation of privacy or confidentiality using company equipment or facilities.

Failure to comply with this policy may lead to disciplinary action up to and including termination. If appropriate, BTHC will pursue all available legal remedies and will also report suspected unlawful conduct to the appropriate law enforcement authority

## Smoke-Free Workplace

BTHC allows smoking in designated areas only on company premises in order to provide and maintain a safe and healthy work environment for all employees. The law defines smoking as the "act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette or pipe of any kind", including e-cigarettes.

The smoke-free workplace policy applies to:

- All areas of company buildings.
- All vehicles owned or leased by the company.
- All visitors (customers and vendors) to the company premises.
- All contractors and consultants and/or their employees working on the company premises.
- All employees, temporary employees and student interns.



Employees who violate the smoking policy will be subject to BTHC' Performance Management procedures.

## Anti-Discrimination/Harassment

It is our philosophy and policy that any unlawful discrimination against any employee or applicant based on race, color, sex, religion, national origin, age, handicap, height, weight, veteran or marital status will not be allowed or tolerated. This policy applies to all employment practices including recruiting, hiring, pay rates, training and development, promotions and other terms and conditions of employment and termination.

Better Together Home and Community Services, LLC considers its staff a team. Like any team, everyone has to work together to achieve maximum success. Harassment of any employee negatively affects our entire team. The Company prohibits the unlawful harassment of any employee including, but not limited to, joking remarks or other abusive conduct directed at employees because of their race, color, sex, religion, national origin, age, handicap, height, weight, ancestry, genetic information, veteran, marital status or membership in another protected group.

### Anti-Harassment-Sexual and Non-Sexual

Better Together Home and Community Services, LLC prohibits any kind of unlawful harassment of any employee or client. Sexual harassment is prohibited because it is intimidating, often is the result of an abuse of power, and is wholly inconsistent with the Company's policies, practices, and management philosophy. Sexual harassment is defined, generally, as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, express or implied. Sexual harassment can take the following forms:

- Sexual conduct that interferes with another employee's work performance or creates an intimidating, hostile, uncomfortable, or offensive work environment.
- Personnel decisions (e.g. promotion, raises, scheduling) made by a supervisor based on the employee's submission to or rejection of sexual advances.
- Submission to a sexual advance used as a condition of keeping or getting a job, whether expressed in explicit or implicit terms.

Sexual harassment also includes unwelcome sexual flirtations, advances or propositions, verbal abuse of a sexual nature, requests for sexual favors, unnecessary touching of any individual, graphic or verbal commentaries regarding the human body, sexually degrading words used to describe an individual, a display in the workplace of sexually suggestive objects or pictures, sexually explicit or offensive jokes, or physical assault.

### Anti-Racial/National Origin Harassment

No unlawful harassment of any employee or customer will be tolerated at BTHC. Racial and national origin harassment is verbal or physical conduct that denigrates, belittles or shows hostility or aversion towards an individual because of his/her race or national origin and has the purpose or effect of creating an intimidating, hostile, or offensive working environment, has the purpose or effect of unreasonably interfering with an individual's work performance or otherwise adversely affects an individual's employment opportunities.

Racial or national origin harassment includes, but is not limited to, epithets, slurs, intimidating or hostile acts that relate to race or national origin, written or graphic material that denigrates, belittles or shows hostility or aversion toward an individual because of his/her race or national origin or that is placed on walls, bulletin boards or elsewhere on our premises or circulated in our offices.

## Employee Recourse

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Any employee who feels subjected to discrimination or harassment (sexual and non-sexual), or who witnesses any conduct which appears to involve sexual harassment, must immediately report it to his/her supervisor, in writing. If you believe it would be inappropriate to discuss the matter with your supervisor, you may bypass your supervisor and report it directly to an Executive of Company, in writing, who will undertake the investigation. Such reports will be investigated promptly and thoroughly. If the report has merit, disciplinary action will be taken against the offender. Depending on the severity of the misconduct, the disciplinary action could range from a warning to termination of employment.

Complaints of this nature will be maintained in confidence and divulged only to the extent necessary to complete the investigation and determine the appropriate resolution. BTHC's prohibits any form of retaliation against any employee for filing a bona fide complaint under this policy or for assisting in complaint investigation. However, if Company determines that false information was provided regarding a complaint, disciplinary action may be taken against that individual up to and including discharge.

You may also report any complaint of discrimination to the EEOC, [www.eeoc.gov](http://www.eeoc.gov)

Retaliation is prohibited by federal law and Company policy. It is defined as any adverse or negative action against a person participating in any reporting, investigation, or proceeding that is perceived as: intimidating, threatening, coercing, hostile, harassing, retribution, or violence that occurred in connection to the making and follow-up of the report. This also includes actions against an individual who has (1) complained about alleged discrimination, harassment or retaliation, (2) participated as a party or witness in an investigation relating to such allegations, or (3) participated as a party or witness in a court proceeding or administrative investigation relating to such allegations. Federal civil rights laws, including Title VII, make it unlawful to retaliate against an individual for the purpose of interfering with any right or privilege secured by these laws.

Intimidation means to make fearful or to put into fear. Generally, proof of actual fear is not required in order to establish intimidation. It may be inferred from conduct, words, or circumstances reasonably calculated to produce fear. Any person violating this policy may be subject to appropriate discipline, up to and including termination.

## Anti-Bullying Policy

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In addition to BTHC's commitment to provide a work environment free from discrimination and harassment, and to providing an environment that is free from all forms of bullying. As with discrimination and harassment, all directors, supervisors, and employees are expected to conduct themselves in such a way as to ensure no bullying occurs.

While not an exhaustive list, the following types of behavior are examples of bullying:

- Verbal: Slandering, ridiculing or maligning a person or his or her family; persistent name calling that is hurtful, insulting or humiliating; use of offensive nicknames; using a person as target of jokes; abusive and offensive remarks, shouting or raising one's voice at an individual; constant criticism on matters unrelated or minimally related to the person's job performance or description; public reprimands or public humiliation of any kind; spreading rumors and gossip
- Physical: Pushing, shoving, kicking, poking, tripping; unwanted physical contact; assault or threat of physical assault; damage or threat of damage to a person's work area or property
- Gestures: Nonverbal obscene or threatening gestures; glances that can convey threatening messages
- Exclusion: Socially or physically excluding or disregarding a person in work-related activities, not allowing a person to speak or express himself or herself (i.e., ignoring or interrupting)

As with discrimination and harassment, BTHC considers bullying in any form to be a serious offense and in violation of this policy. If any employee believes he or she has witnessed or been subjected to any type of bullying, the person should immediately report to the Program Supervisor.

Complaints are to be investigated promptly and appropriate action taken. Information obtained during investigations is kept as confidential as possible, but information about incidents of alleged bullying must be shared to the extent necessary to conduct an investigation and take any corrective action deemed appropriate by Better Together Home and Community Services, LLC

Retaliation is prohibited against any employees and applicants who complain about bullying, oppose any bullying, or participate in the investigation of complaints about bullying. Retaliation is any adverse or negative action that is perceived as intimidating, threatening, coercing, hostile, harassing, retribution, or violence.

## Whistleblower Protection Policy

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A whistleblower, as defined by this policy, is an employee of Better Together Home and Community Services, LLC who reports an activity of an employee of BTHC that he/she considers to be illegal or dishonest. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures. Appropriate management officials are charged with these responsibilities.



Examples of illegal or dishonest activities are violations of federal, state or local laws; billing for services not performed or for goods not delivered; fraudulent financial reporting; forgery, and other related illegal acts.

If an employee has knowledge of or a concern about illegal or dishonest fraudulent activity by an employee of BTHC, the employee must contact the Program Supervisor. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally or recklessly files a false report of wrongdoing is not a whistleblower and is subject to discipline up to and including termination.

Whistleblower protections are provided in two important areas — confidentiality and against retaliation. Insofar as possible, the confidentiality of the whistleblower is maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law, and to provide accused individuals their legal rights of defense. Company will not retaliate against a whistleblower. Any whistleblower who believes he/she is being retaliated against must contact the Program Supervisor immediately.

All reports of illegal and dishonest activities by an employee of Company must be promptly submitted to Program Supervisor, who is responsible for investigating and coordinating corrective action. Employees with any questions regarding this policy should contact the Program Supervisor. Violation of this policy may result in disciplinary action up to and including termination of employment.

## Weapons Policy

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Better Together Home and Community Services, LLC does not permit any employee to carry a weapon on Company property, regardless of any state “right to carry” law. Further, no employee shall be permitted at any time to carry a concealed weapon on their person while on Company premises. A concealed weapon may be locked in the trunk of an employee’s personal vehicle located on the Company’s premises as long as the holder has a legal license to do so

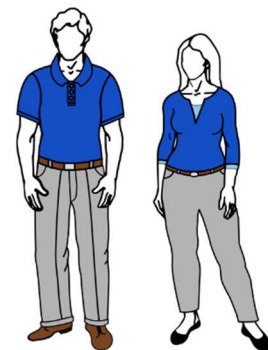
## Dress Code and Personal Appearance

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BTHC prides itself on the professional atmosphere it maintains and the positive image that employees present as representatives of the Company. This image is affected by the manner of dress we use within our workplace, in the offices of customers and in public when we represent the Company.

### Acceptable Attire and/or Grooming

The personal appearance of each employee should enhance the professional and productive image of BTHC. Therefore, employees are expected to dress and groom themselves in accordance with accepted social and business standards, particularly if the job involves dealing with customers or visitors in person. An employee's dress and grooming should be, in the Company's opinion, appropriate to the employee's work situation.



### Unacceptable Attire and/or Grooming

Personal appearance should be a matter of concern for each employee. If the supervisor or designated Company representative feels the employee's attire and/or grooming is out of place, the employee may be asked to leave the workplace until properly attired and/or groomed. Employees who



continue to violate dress code standards may be subject to appropriate corrective action. Due to safety reasons, DSE's are not allowed to wear open toe shoes.

Examples of inappropriate attire includes ripped or torn clothing, very tight clothing, revealing bare backs, midriffs, cleavage or other provocative clothing, work out attire, observable lack of or exposed undergarments, flip flops or thongs (shoes).

Better Together Home and Community Services, LLC has adopted casual business wear. This dress code encompasses many styles, but the emphasis should be on casual clothing that is appropriate for a professional office environment. Such clothing allows you to be comfortable at work, yet appear neat and professional. We ask that you consider each day's activities when determining what to wear (i.e., customers meetings, business luncheon, etc.).

Acceptable casual business wear includes, but is not limited to: slacks, khakis, sport shirts, polo and cotton shirts, golf shirts, skirts and dresses no more than two inches above the knee, denim skirts, cropped pants, walking shorts, sweaters, turtlenecks, loafers and sandals.

Any employee needing an accommodation to this policy because of religious practices or religious beliefs should make such request to the Program Supervisor promptly.

## Drug/Alcohol Free Environment

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This policy is for the benefit of employees and to ensure the work environment is free from alcohol, drugs and other substance abuse. Better Together Home and Community Services, LLC reserves the right to amend this policy, in whole or in part, at any time.

It is the intent not to employ persons who misuse alcohol or drugs and, as a result, are unable to maintain acceptable job performance. This policy applies to all employees of BTHC regardless of position or responsibility.

An employee is subject to disciplinary action up to and including termination of employment for: 1) the possession, theft, sale of controlled or illegal substances while on Company premises and for 2) reporting to work or on work time with alcohol or a controlled or illegal substance in one's body.

BTHC reserves the right to engage in reasonable suspicion testing of employees at its sole discretion if the employee is demonstrating behaviors of apparent workplace use, possession or impairment and those behaviors have been witnessed by two members of management.

Employees under-going a prescribed medical treatment with a controlled substance or taking prescribed medication that may impair their work performance, their safety or the safety of others, are required to report this to management. Such employees may be required to take a leave of absence or comply with other appropriate action determined by the executive director.

Better Together will cooperate with all appropriate enforcement agencies as required by federal, state or local law.

### Illegal Drugs

- Illegal drugs are not to be used, sold, purchased, distributed or to be in any person's possession at any time on Company premises (whether owned or leased premises) or while performing Company business. Being under the influence of any illegal drug while performing Company business or while on Company premises is prohibited, and will subject the employee to disciplinary action up to and including termination.
- "Illegal drug" means any drug (a) which is not legally obtainable or (b) which is legally obtainable but has not been legally obtained. The term includes prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes. It also includes marijuana.

### Alcohol

- Alcoholic beverages consumed on Company premises or elsewhere while performing Company business are only to be in connection with social occasions officially sanctioned or sponsored by Company management and then, only in moderation. Any other possession, use or being under the influence of alcohol by any employee while on Company premises or while performing Company business is prohibited, and will subject the offender to disciplinary action up to and including termination.
- "Under the influence" means over the State minimum blood alcohol content or that the employee is affected detrimentally by a drug or alcohol or the combination of a drug and alcohol in any detectable manner. The symptoms of influence are not confined to those consistent with misbehavior or to obvious impairment of physical or mental ability such as slurred speech or difficulty in maintaining balance.

### Drug and Alcohol Screening for Reasonable Suspicion

The physical testing of an employee will be required only where the use of alcohol or drugs is concluded to be the probable cause of the unacceptable performance or behavior in question. Employees are also subject to testing based on observations by a manager and another person in a management position.

If there is a reason to believe an employee is impaired, under the influence of alcohol or a controlled/illegal substance, the manager should:

- Contact Program Supervisor
- If screening the employee is recommended after consultation with Program Supervisor, the employee must be accompanied immediately and supervised at all times.
- A third party vendor will be contacted by Program Supervisor to conduct the screening. A chain of custody procedures is followed in obtaining and submitting a specimen for testing.
- Consent by an employee to submit to testing, where unacceptable job performance and/or behavior is in evidence and alcohol or drugs are the probable cause, is a condition of employment. An employee the refuses testing is subject to immediate termination.
- The employee is placed on administrative leave after the test is completed and until results are received.
- If an employee is tested for reasonable suspicion the Company will arrange for suitable, safe transportation home.

If alcoholism and/or drug addiction is determined to be the cause of unacceptable job performance, continued employment may be dependent upon the employee consenting to and cooperating with an assistance

program that is directed at bringing the condition under control. Such condition will be treated as an illness. An employee under-going treatment at an approved qualified facility will be considered on medical leave and subject to the provision of the Family and Medical Leave Act policy. An employee, having completed such treatment and then again becoming involved with alcohol and/or drugs resulting in impaired performance or ability to perform, will be subject to discharge.

Any employee, who is personally concerned about his/her own possible alcoholism and/or drug addiction, is strongly encouraged to voluntarily inform management. Such an employee will be offered counsel and assistance to deal with the situation and that employee's job security will not be jeopardized in any way solely as the result of making such information known or seeking treatment.

## Security Checks

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The Company reserves the right to inspect all packages and parcels entering and leaving its premises.

## Performance Management

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It is the goal of Better Together Home and Community Services, LLC to support the growth and development of employees through effective performance management. Performance management is an integral component of providing excellence in service to persons served, co-workers, and management.

BTHC may exercise its discretion to coach and engage the employee in committing to improvement performance before that employee is discharged. However, BTHC may deem that the nature of the offense, employee's performance record or other circumstances warrant immediate suspension or discharge.

If events compel a supervisor to take immediate action when the safety or welfare of the persons served or other employees is in question the employee may be required to leave the premises immediately, pending an investigation. An unpaid suspension may be implemented.

Employees are responsible for:

- Participating in the establishment of individual performance goals,
- Meeting their individual performance goals,
- Participating in the performance management process, and
- Encouraging regular constructive dialogue and feedback on their performance.

Supervisors are responsible for:

- Providing feedback to the employee,
- Identifying and reviewing facts that are relevant to unsatisfactory job performance,
- Documenting all information collected,
- Addressing unsatisfactory performance with employee in a timely fashion,

- The information concerning the areas of deficiencies and the improvements agreed upon by the employee, and
- Informing the employee of the availability of the Employee Assistance Program.

Step 1: Oral Reminder – The manager/supervisor meets privately with the employee to discuss the issue. Employee is reminded of the expectations of performance and meeting those expectations with an agreement to solve the problem. The employee must set forth adjustments to correct the problem. No record of this meeting is placed in the employee file.

Step 2: Written Reminder – If the problem continues, the supervisor again speaks with the employee. Again, expectations are conveyed and employee must confirm understanding of expectations and problem. Discussions of why the employee failed to abide by the original agreement and a mutual agreement to solve the problem is established. An action plan may be created to eliminate the gap between actual and desired performance. A memo summarizing the conversation is placed in the employee's personnel file.

Step 3: Decision-Making Leave: When disciplinary discussions have failed to produce positive changes, the manager/supervisor places the employee on a paid, one-day, "decision-making day" to use the time to make a final decision as to whether he/she can meet the expectations put forth by BTHC or to resign and find work elsewhere. The employee is to report directly to his/her supervisor the following day with his/her decision. The results of this meeting is documented, signed by both parties and placed in employee file.

An employee who disagrees with the evaluation of his/her performance may respond in writing within 3 business days to Program Supervisor.

### Immediate Termination

Gross misconduct constitutes immediate termination. If a Better Together employee has committed a serious offense, the employee is subject to immediate termination. Examples of serious offenses:

- Breach of Confidentiality Agreement
- Consumer abuse
- Failure to follow safety practices
- Falsification of BTHC's records or other records
- Threat of, or the act of, doing bodily harm
- Use and/or possession of intoxicants, drugs or narcotics
- Weapons in the workplace
- Willful or negligent destruction of property

This listing is illustrative of serious offenses, but is not inclusive of all such offenses. Please contact Supervisor to discuss specific incidents which may arise.

The decision to terminate an employee must be approved by the Executive Director, who will provide directions as to how to proceed. The provision of this policy is not a guarantee of its use. BTHC reserves the right to terminate employment at any time, with or without cause, or to impose any form of corrective action which it deems appropriate in a given situation. Additionally, Better Together Home and Community Services, LLC reserves the right to prosecute any employee for serious infractions.

## Separation of Employment

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BTHC has set the following guidelines for separation of employment:

There are two (2) categories of separation of employment from BTHC: voluntary and involuntary for cause. Outlined herein are the policies and procedures for recognizing and processing each type of separation of employment. This policy also describes the reemployment and benefit rights of employees being laid off.

### Voluntary Separation

#### Resignation

An employee may elect to resign or leave BTHC, Inc. voluntarily through mutual agreement with BTHC, Inc. The employee should submit a written resignation giving two (2) weeks' notice to his or her supervisor. Resignations also occur when:

1. An employee walks off the job. Employees who are abandoning their job are ineligible for rehire.
2. An employee is absent for two (2) consecutive work days without the supervisor's permission, except when an emergency precludes giving notice. Work days are considered consecutive even when broken by normal non-working days such as holidays or weekends. Employees who are abandoning their job are ineligible for rehire.
3. An employee fails to return to work, within the prescribed time limits, following an authorized leave of absence. Employees who are abandoning their job are ineligible for rehire.
4. Retirement  
Employees may elect to retire after meeting the eligibility requirements. Employees should give two (2) weeks' notice. Program Supervisor will notify retiring employees of their options with respect to health insurance and other benefits.

Management reserves the right to provide pay in lieu of notice in situations where job or business needs warrant such action.

### Involuntary Separation

#### Discharge for Cause

The employee is discharged for unsatisfactory performance, misconduct, or for other reasons deemed to constitute proper cause by BTHC, Inc. An employee must be given notice of the grounds constituting proper cause and an opportunity to respond verbally and/or in writing before an employee is separated for cause.

#### Separation Procedure and Supervisor's Responsibilities:

To protect both the employee and BTHC, Inc. and to maintain official records to determine if an employee is eligible for unemployment compensation, the following procedure is to be used for all voluntary and involuntary separations. The supervisor shall submit an HRCN on or before the last day of employment. (The effective date of separation is the last day when the employee will be in paid status.)

The supervisor shall confirm that the employee does not take PTO that would extend the termination date beyond the last day actually worked. Program Supervisor will notify employees who separate from BTHC, Inc. of their rights for health insurance coverage under the federal COBRA program.

### Return of Company Property

Employees must return all company property at the time of separation including keys, cell phones, computers, etc. Failure to return items may result in deduction from the final paycheck.

### Paid Time Off Accruals

Accrued paid time off will be paid in the last paycheck. A minimum of one week written notice of resignation received by Program Supervisor is required for pay out of all unused PTO.

### Rehire

Employees who leave in good standing may be considered for rehire. Previous tenure will be counted if the employee returns in less than one year.

## Confidentiality and Witnessing of Documents

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### Confidentiality

Employees of Better Together have access to important information relating to the persons we serve and the internal business information of Better Together. It is our policy that all information be considered confidential and not be disclosed to external parties or employees without a “need to know”.

The Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) addresses the use and disclosure of individuals’ Private Health Information (PHI). A major goal of the Privacy Rule is to assure that individuals’ health information is properly protected while allowing the flow of health information needed to provide and promote high quality health care.

No one is permitted to remove or make copies of any records, reports or documents without prior management approval. Disclosure of confidential information could lead to termination, as well as other possible legal action. Records may be disclosed only under specific conditions and with prior written authorizations and consents. If an employee questions whether certain information is considered confidential, they should consult with their supervisor.

All inquiries from the media must be referred to:

Dennis James, Executive Director, 505-823-4530, extension 5007

Any violation of confidentiality of the company’s or persons served information is subject to progressive disciplinary action up to and including termination of employment.

### Witnessing of Documents

BTHC has many documents that require a witness. Service Coordinators, Program Supervisors and Managers, Program Supervisor and company Notaries are assigned this responsibility. The witness must actually observe the person signing the document.

# COMPENSATION

## Overtime and Payroll

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BTHC pays employees on a bi-weekly period for each work week defined as Sunday through Saturday. Direct Deposit of pay is mandatory for all employees.

Direct Service Employees are required to complete timesheet and service documentation at the time services are provided. Progress notes are due at the end of each work shift.

Late or incomplete time records will be paid in the next pay period.

BTHC pays 1.5 x the pay rate for all hourly employees who work over forty (40) hours in a work week. A work week is defined as 12:00am Sunday through 11:59pm Saturday. **Employees may not work overtime unless approved by their supervisor in advance of the hours worked.** If an employee has met forty (40) hours before the end of the work week, efforts will be made to end their schedule before overtime is incurred. For the purposes of calculating overtime, only hours worked will be used. Any hours for holiday pay, or PTO will not be used toward the calculation of forty (40) hours worked.

Payroll schedules will be posted on the Information Board.

Our policy is written to expedite payroll processing and provide accurate and timely pay for all of our employees. Progressive disciplinary procedures may be used for improvement for excessive late submissions of timesheets, and any discrepancies in the time recorded.



BTHC, Inc. does not provide pay advances or loans under any circumstances.

### Safe Harbor

It is our policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure that you are paid properly for all time worked and that no improper deductions are made, you must record correctly all work time and review your paychecks promptly to identify and to report all errors. You also must not engage in off-the-clock or unrecorded work.

### Review Your Pay Stub

We make every effort to ensure our employees are paid correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes do happen and are called to our attention, we promptly will make any correction that is necessary. Please review your pay stub when you receive it to make sure it is correct. If you believe a mistake has occurred or if you have any question, please speak to your supervisor.

## Non-exempt Employees

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If you are eligible for overtime pay or extra pay (including pay due under our handbook or a collective bargaining agreement), you must maintain a record of the total hours you work each day. These hours must be accurately recorded on the Time Sheet. Each employee must verify that the reported hours worked are complete and accurate (and that there is no unrecorded or “off-the-clock” work). Your time must accurately reflect all regular and overtime hours worked, any absences, early or late arrivals, early or late departures and meal breaks. Your time must be entered daily for verification and approval. When you receive each pay check, please verify immediately that you were paid correctly for all regular and overtime hours worked each workweek.

You should not work any hours outside of your scheduled work day unless your supervisor has authorized the unscheduled work in advance. Do not start work early, finish work late, work during a meal break or perform any other extra or overtime work unless you are authorized to do so and that time is recorded on your time card. Employees are prohibited from performing any “off-the-clock” work. “Off-the-clock” work means work you may perform but fail to report on your time card. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including discharge.

## Exempt Employees

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If you are classified as an exempt salaried employee, you will receive a salary which is intended to compensate you for all hours that you may work for the Company. This salary will be established at the time of hire or when you become classified as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

You will receive your full salary for any workweek in which work is performed. However, under federal law, your salary is subject to certain deductions. For example, absent contrary state law requirements, your salary can be reduced for the following reasons in a workweek in which work was performed:

- Full day absences for personal reasons, including vacation.
- Full day absences for sickness or disability, since we have a sick day pay plan and short-term disability insurance plan.
- Full day disciplinary suspensions for infractions of safety rules of major significance (including those that could cause serious harm to others).
- Family and Medical Leave absences (either full or partial day absences).
- To offset amounts received as payment for jury and witness fees or military pay.
- Unpaid disciplinary suspensions of one or more full days for significant infractions of major workplace conduct rules set forth in written policies.
- The first or last week of employment in the event you work less than a full week.

Your salary also may be reduced for certain types of deductions, such as: your portion of health, dental or life insurance premiums; state, federal or local taxes, social security; or voluntary contributions to a 401(k) or pension plan. In any workweek in which you performed any work, your salary will not be reduced for any of the following reasons:



- Partial day absences for personal reasons, sickness or disability.
- Your absence because the facility is closed on a scheduled work day.
- Absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work.
- Any other deductions prohibited by state or federal law.

Please note: You will be required to use accrued PTO, personal or other forms of paid time off for full or partial day absences for personal reasons, sickness or disability.

#### To Report Violations of this Policy, Communicate Concerns, or Obtain More Information

It is a violation of the Company's policy for any employee to falsify a time record, or to alter another employee's time record. It is also a serious violation of Company policy for any employee or manager to instruct another employee to incorrectly or falsely report hours worked or alter another employee's time record to under- or over-report hours worked. If any manager or employee instructs you to (1) incorrectly or falsely under- or over-report your hours worked, (2) alter another employee's time records to inaccurately or falsely report that employee's hours worked, or (3) conceal any falsification of time records or to violate this policy, do not do so. Instead, report it immediately to Program Supervisor.

If you have questions about deductions from your pay, please contact Program Supervisor immediately. If you believe your wages have been subject to any improper deductions or your pay does not accurately reflect all hours worked, you should report your concerns to a supervisor immediately. If a supervisor is unavailable or if you believe it would be inappropriate to contact that person (or if you have not received a prompt and fully acceptable reply within three business days), you should immediately contact the Program Supervisor. If you have not received a satisfactory response within five business days after reporting your concern to Program Supervisor and you are unsure who to contact to correct the problem, please immediately contact the Executive Director. Every report will be fully investigated and corrective action will be taken, up to and including discharge of any employee(s) who violates this policy.

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.

## Employees Performance and Salary Review

BTHC may conduct performance appraisals anytime and on an annual cycle. Employees will be asked to provide input prior to the review. Performance will be discussed and both the employee and manager will sign the form to ensure that all strengths, areas for improvement and job goals for the next review period have been communicated. Performance evaluation forms will be retained in the employee's personnel file.

Merit increases are based on company performance and financials and are not guaranteed. A performance review does not always result in a salary increase. The employee's overall performance and salary level in relation to the position's responsibilities are evaluated to determine if a salary increase is warranted. Any merit or promotional increase is designed to reward individual performance, be market competitive and ensure internal equity.

Direct Service Employees receive pay increases based on completion of training and length of experience. Please refer to Direct Service Pay Rates for further information.

Any salary increase must be pre-approved by the Ownership Members.

## EMPLOYEE BENEFITS



### Mileage and Approved Expense

### Reimbursement

BTHC has established policies for employees to adhere to when operating privately owned vehicles for approved business travel or to provide transportation for clients and for reimbursement of approved company expenses.

Mileage shall be computed between the BTHC location and the destination. Expenses for travel between the employee's residence and the BTHC, Inc. location (commuting expense) shall not be allowed.



Employees whose position includes travel in the course of their daily job responsibilities may do so with supervisory approval. Employees who transport clients or who have travel expenses that directly relates to outcomes as identified in the individuals' ISP may not exceed 200 (two hundred) miles a week (7 day period, Sunday through Saturday). Any exceptions must have prior supervisory approval or reimbursement will not be made.

The current BTHC, Inc. mileage reimbursement rate takes into account all actual automobile expenses such as fuel and lubrication, towing charges, repairs, replacements, tires, depreciation, insurance, etc.

Mileage reporting schedule is published on the home page of the Information Board. Mileage and expenses accumulated over 90(ninety) days will not be reimbursed without approval by the Executive Director.

Expenses for purchases, travel and meals must be pre-approved and submitted monthly.

Mileage and Expense Reimbursements require a mandatory direct deposit to an established account. The first deposit date of each month will contain both mileage and expense reimbursement combined.

### Holidays

BTHC observes nine holidays and one personal day each year. Administrative and Managerial Full-time employees who work 32 or more hours per week are eligible for holiday pay. Full-time employees are eligible for holiday pay upon hire. Direct Service Employees (DSE) are only eligible for holiday pay time off for the normal hours they would have been scheduled for if the holiday falls on their normal scheduled work day.

The holidays are:

New Year's Day  
Independence Day  
Thanksgiving Day

Memorial Day  
Labor Day  
Christmas Day

### Rate of Pay

Holiday pay is based on the employee's regular hourly rate of pay and the number of hours the employee is normally scheduled to work per day.

### Paid Time Off

If a holiday occurs during a scheduled PTO, the employee is eligible for the holiday pay.

### On Leave of Absence

Employees are not eligible to receive holiday pay when on an unpaid leave of absence. However, employees are eligible for holiday pay when using PTO during a leave.

### Working on a Holiday

Due to the nature of our business, employees may be required to work on a Company holiday. Full-time, "non-exempt" employees who work on a Company holiday will be paid for all hours worked that day at their regular hourly rate of pay. If a DSE is required to work any holiday, the employee will receive 1.5 x their base rate. Consult your supervisor for additional information on local practices. Supervisors must approve working on a holiday.

### Holiday Substitution

Upon the discretion of the Executive Director, holidays may be substituted. Employees will be notified at the beginning of the year of any such substitutions.

## Benefits

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BTHC offers a benefits package depending on how many hours an employee works per week and depending on employee classification. Benefits start the first of the month after 60 days of continuous employment.

Employees who work 40 hours a week are eligible for:

- Group Medical insurance
- Group Dental insurance
- Group Vision insurance

Benefits are updated each year during an open enrollment period. Employees may enroll or waive coverage for themselves and dependents including spouse, domestic partners and dependent children up to age 26 and have the option to select any or all eligible benefits. Employee contribution to these plans are reviewed annually and any change to deductions for coverage are effective the first of the year.

Benefits may also be available should a qualifying event occur (i.e. adoption, birth, death, divorce, loss of coverage, marriage).

## COBRA

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Employees and their dependents covered under the group medical plans have certain individual group health continuation, commonly referred to as "COBRA", and conversion rights under federal and state laws. Questions regarding continuation coverage should be addressed to Program Supervisor upon termination of employment, change in dependent status, change or reduction in hours or various other occurrences.

## Other Employment While on Leave Prohibited

If an employee accepts any primary employment or starts a primary business while on a leave of absence from Better Together Home and Community Services, LLC the employee will be considered to have voluntarily resigned from employment with Better Together Home and Community Services, LLC as of the day on which the employee began his/her leave of absence.

## Paid Time Off (PTO) -



BTHC provides paid time off to all employees. PTO accrual begins at the start of employment.

Employees will accumulate PTO based on the number of hours worked. Rates are as follows:

Employee Category	0-5 years Rate/hour	5+ Years Rate/hour	Maximum
Exempt	.058	.072	120
Hourly	.042	.05	64

Paid time off accumulated may be carried over from year to year but may not exceed the maximum accumulation.

When an employee is terminated, resigns, retires, or is separated from employment PTO accumulated will be recorded and retained for 12 months and if rehired within 12 months PTO will be reinstated and employee may use the restored PTO upon returning to work. PTO is not paid out at separation from the company.

### Use of Paid Time Off

Permissible use: An employee may use earned PTO for any of the following reasons:

- Vacation, travel, etc.
- mental or physical illness, injury, or health condition of the employee or the employee's family member.
- medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition of the employee or the employee's family member
- preventive medical care for the employee or the employee's family member
- meetings at the employee's child's school or place of care related to the child's health or disability.

- absences necessary due to domestic abuse, sexual assault, or stalking suffered by the employee or a member of the employee's family to:
  - obtain medical or psychological treatment or other counseling
  - relocate
  - prepare for or participate in legal proceedings
  - obtain services or assist family members with the above activities

When an employee needs to use PTO, the employee or an individual acting on the employee's behalf must make an oral or written request to the employer to use the leave. When possible, the request must include the expected duration of the PTO absence.

When the need to use earned leave is foreseeable, the employee must make a reasonable effort to give the supervisor notice before using the earned leave. The employee must make a reasonable effort to schedule use of earned leave in a way that does not disrupt the operations of the company. When the need to use earned leave is not foreseeable, the employee must notify the employer as soon as practicable. Paid time off accumulations may be carried over from year to year but may not exceed the maximum accrual hours/year.

Employees may be asked to provide documentation for unplanned use of 2 or more consecutive workdays. Documentation may include, but is not limited to: "Doctor's Note"- signed by any healthcare professional, police report, court issued document, signed statement from victim services organization.

Employees will be provided an at hire declaration, as provided in this document on the following page and quarterly accumulations and usage statements. Notice of employee rights as regards NMSA 50-17-1 to 50-17-12 will be posted in the BTHC office at all times.





# PAID SICK LEAVE Notice of Employee Rights

Healthy Workplaces Act | NMSA 50-17-1 to 50-17-12 | Effective date: July 1, 2022

## Labor Relations Division

401 Broadway NE, Albuquerque, NM 87102

Albuquerque: (505) 841-4400 • Santa Fe: (505) 827-6838 • Las Cruces: (575) 524-6195

### ACCRAU

Employees accrue one hour of earned sick leave for every thirty hours worked, starting their first day of work. Up to 64 hours of unused earned sick leave can carry over year-to-year.

The Act provides minimum requirements; other laws or employer policies may provide for more accrual, use, or carry over of earned sick leave. The Act does not preempt or override the terms of any collective bargaining agreement.

The Act applies to all employees—full-time, part-time, seasonal, and temporary. The Act also applies to employees who are salaried, tipped, or on a per-diem schedule, as well as employees paid on task, piece, or commission basis. Employees may not contract out of or agree to waive their rights under the Act.

### USE OF PAID SICK LEAVE

Employees may use up to 64 hours of earned sick leave per twelve-month period, if they work enough hours. Individual employers may set a higher limit. Employers may select when the 12-month period begins.

### PAY

Used sick leave is compensated at the employee's usual hourly rate and benefits. The hourly rate must be at least minimum wage.

### REASON FOR USE OF LEAVE

Employees may use accrued sick leave for the following reasons:

- Employee's treatment or diagnosis of illness, injury, or health condition, or preventative medical care.
- Care of employee's family members for treatment or diagnosis of illness, injury, or health condition, or preventative medical care.
- Meetings related to employee's child's health or disability.
- Absence necessary because of and related to domestic abuse, sexual assault, or stalking suffered by the employee or their family member.

### USE OF SICK LEAVE

Employers must grant use of earned sick leave upon the oral or written request of an employee or an individual acting on the employee's behalf. When possible, the request must include the expected duration of the absence. An employer may not condition an employee's taking earned sick leave on the employee searching for or finding a replacement worker to cover during the employee's absence. An employer may not require an employee to use other paid leave before the employee uses sick leave pursuant to the Act.

The employee should notify the employer in advance when use of sick leave is foreseeable and make a reasonable effort to schedule the leave so it does not disrupt business operations. When use of sick leave is not foreseeable, the employee must notify the employer as soon as practicable.

### NOTICE

An employer must give written or electronic notice of employee rights and the Act's terms and provisions to an employee at the start of employment. This notice must be in English, Spanish, or any language that is the first language spoken by at least ten percent of the employer's workforce, as requested by the employee.

### REASONABLE DOCUMENTATION

An employer may require reasonable documentation verifying the sick leave was used for a covered purpose if the employee uses two or more consecutive workdays of sick leave. Employers must treat all information obtained related to an employee taking sick leave as confidential.

### DOCUMENT RETENTION

Employers must keep records documenting hours worked by employees and earned sick leave accrued and taken by employees for four years.

### RETALIATION PROHIBITED

Employers may not take or threaten an adverse action against an employee that is reasonably likely to deter employees from exercising or attempting to exercise their rights under the Act. Employers may not retaliate because an employee raises concerns about violations of the Act, exercises their rights under the Act, or participates in investigations or legal proceedings related to alleged violations of the Act.

Examples of retaliation include the following: denying use or delaying payment of earned sick leave, termination, reducing work hours, giving the employee undesirable assignments or scheduling, threats, discipline, counting use of earned sick leave hours as an absence that may lead to any adverse action, or any other employment action considered less favorable.

### COMPLAINT PROCESS

The New Mexico Department of Workforce Solutions, Labor Relations Division, enforces the Act. Any employee aggrieved by a violation of the Act may file a complaint with the Labor Relations Division by calling (505) 841-4400, visiting [www.dws.state.nm.us](http://www.dws.state.nm.us), or going to a New Mexico Workforce Connections Office. Notice: The Division will disclose complainant's identity as part of the investigation. An employee's legal status for presence in the United States is not a defense to any action brought pursuant to the Act.

Employees must file a complaint with the Division or file a civil action in a court within three years from the date the alleged violation occurred.

An employer found to be in violation of the Act will be liable for damages and/or penalties pursuant to the Act.

For more details, see the full text of the law and regulations, available at  
**[www.dws.state.nm.us](http://www.dws.state.nm.us)**

Rev. 6/30/22

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## Bereavement, Jury Duty, Military, and Voting

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BTHC provides paid leave benefits for bereavement, jury duty, military, and voting time for all employees based on their regularly scheduled work hours. Benefits are effective from date of hire.

### Bereavement

All employees are eligible to receive up to three (3) days of paid leave for bereavement in the event of the death of an immediate family member. Immediate family is defined as spouse or domestic partner, children, step-children, parents, step-parents, grandparents, siblings and in-laws. Additional time may be approved by the Executive Director in the event that the family member is out of state.

### Jury Duty

All employees are granted leave to serve jury duty as needed. A maximum of ten (10) days of paid leave are available. An employee is required to submit record or compensation received for jury duty and the amount will be deducted from the employee's pay for the ten day period.

### Military (Reservist)

Employees who serve in uniformed service as a reservist are granted leave to fulfill their required annual tour each year. An employee is required to submit a copy of his/her orders and may use PTO or unpaid leave.

### Voting Time

All employees will be granted time off for voting as needed. A maximum of two (2) hours of paid leave is available.

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## Unpaid Leave

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In special circumstances, BTHC may grant an unpaid leave for personal reasons. The granting of an unpaid leave of absence will be at BTHC's discretion and will be based on factors such as legal obligations, the needs of the department and The Company, and any other appropriate factors. In addition, any PTO previously earned (but not used) must be exhausted.

### Eligibility

The employee must have six months of service and request the leave through their manager at least 30 days in advance (or as soon as possible).

### Time Off

A personal leave of absence may be granted for up to thirty (30) days. Failure to return from a leave at the time agreed will result in termination of employment.

### Benefits while on leave



An employee may continue his/her medical, vision and/or dental coverage during the leave by submitting the employee's portion of the premium to Program Supervisor.

## Medical Leaves of Absence (FMLA)

BTHC will provide FMLA leave for up to 12 work weeks (or 26 workweeks for military related family care leave). Eligible employees must be employed a minimum of 12 months and who have worked at least 1,250 hours during the previous 12 month period from the time the leave would start.

Leave will only be granted for one or more of the following reasons:

- The birth or adoption of a child or the placement of a foster child with the employee, or the care of the employee's child during the first 12 months after birth or placement.
- The care of the employee's spouse, child or parent if that spouse, child or parent has a serious health condition.
- The serious health condition of an employee that causes the employee to be unable to perform the functions of his or her position.
- Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty"
- Twenty-six work weeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave)



A **child** is defined as a natural, adopted, or foster child, a stepchild or a legal ward. If the child is over eighteen (18), he/she must be unable to care for himself/herself due to a serious illness.

A **parent** is defined as the employee's or his/her spouse's natural, adoptive, or foster parent, step-parent, or legal guardian.

A **serious health condition** is defined as a disabling physical or mental illness, injury, impairment, or condition involving (1) inpatient care in a hospital, nursing home, or hospice; or (2) outpatient care requiring continuing treatment or supervision from a health care professional.

### Designation of Time Off

The employee must use any accrued PTO or other accrued paid time off during family care or medical leave. Use of such available paid leave is counted toward the total twelve (12) weeks of maximum available FMLA leave.

### Notification and Medical Certification

Unless there are extreme circumstances, employees are required to give thirty (30) days advance notice in the event of a foreseeable medical treatment. To assist the Company in arranging work assignments during

the employee's absence, prior notice is requested, to the extent possible, of an expected birth or adoption, as well as an indication, to the extent known, of the employee's expected return date.

A written doctor's certificate must be included with the leave request and include the date on which the health condition occurred, the probable duration of the condition, an estimate of the amount of time the employee needs to be off work to care for the family member or for the employee's own health condition, and confirmation that the nature of the condition warrants the employee to be away from work to care for himself/herself or his/her dependent.

#### Benefits under FMLA

While on a medical leave of absence the Company will continue the employee's group health insurance benefits under the same terms as provided to other employees, for up to a maximum of twelve (12) weeks leave during any one (1) year period (i.e., employee needs to pay his/her portion of the premium due). If the employee's leave extends beyond twelve (12) weeks, his/her status will be changed to "inactive" and the employee shall be offered the opportunity to purchase continuing coverage under state and federal COBRA continuation rules. The employee is responsible to pay his/her portion of benefits during the unpaid portion of the leave of absence.

Contact Program Supervisor for additional information.

## Military Leave

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Employees who may voluntarily or involuntarily undertake military service or certain types of service in the National Disaster Medical System are eligible for unpaid leave and reemployment upon conclusion of service under the Uniformed Services Employment and Reemployment Rights Act in addition to health insurance protection.

#### Conditions for entitlement to reinstatement after military leave:

- The employee gave the employer notice of the need for military leave (oral or written).
- The period of military service did not exceed five years (Note: Some types of duty do not count against this five-year limit.)
- The employee was released under honorable conditions.
- The employee returned and applied for re-employment within the following time restrictions:
  - Leaves of less than 31 days. The employee must report to work on the first regularly scheduled work period following the completion of military service; no application is required.
  - More than 31 days but less than 180 days. The employee must apply for reinstatement within 14 days after completion of military service.
  - More than 180 days. The employee must apply for reinstatement no more than 90 days after completion of military service.

Note: Employees with disabilities have two years after their dates of return (for purposes of recuperation and convalescence) to seek re-employment.

#### Benefits during Military Leave

Medical and dental insurance will be continued for any period of time (up to 12 weeks) during an approved military leave. Contact Program Supervisor for more information. Leaves extending beyond 84 days will result

in benefit termination and the employee will be offered COBRA coverage. The employee is responsible to pay his/her portion of benefits during the unpaid portion of the leave of absence.

PTO shall be preserved at the level accrued as of commencement of the leave, but shall not accrue further during the unpaid leave period unless the employee is using earned PTO. 401(k) accrual and vesting will continue as though no break in service occurred.

#### Breast Feeding

To the extent that an employee needs to breast feed her child or to otherwise pump for later use regarding her child, Company will provide suitable arrangements for the Employee. Employee must inform Company of this need.

# SAFETY

## Workers' Compensation

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Workers' Compensation is a statutory, no-fault indemnification system established and controlled by state and federal laws. Persons who suffer injuries or illnesses as a result of their work function are compensated for reasonable medical costs and wage replacement for lost work time. Workers' Compensation covers only injuries and illnesses that arise out of and in the course of employment.

All injuries or illnesses arising out of the scope of the employee's employment must be reported to the supervisor or designated Company representative immediately. Prompt reporting is the key to prompt benefits. Employees can ensure their right to Workers' Compensation benefits by reporting every work-related injury.

### Designation of Time Off

Employees eligible for FMLA leave will have their time off from work due to a work-related injury counted as approved FMLA time off.

Employees not eligible for FMLA will have their time off from work due to a work-related injury counted as approved unpaid time off.

Please contact the Program Supervisor Department for more information.

## Emergency Codes

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Better Together Home and Community Services, LLC has an Emergency Operating Plan to prepare employees, providers, and clients for potential emergencies.

Each office has an Evacuation Map posted . Follow posted directions to evacuate and meet at the location indicated.

All employees are trained in CPR and basic first aid. Client specific medical emergency procedures are addressed in the client record.

Always notify your supervisor of any emergency.

## Safety and Accidents

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Safety and accident prevention is vital to all of us at Better Together Home and Community Services, LLC It

is our goal that: (1) safety hazards be eliminated from the workplace; (2) unsafe acts or conditions be detected, reported and corrected; and (3) safety consciousness be instilled in all employees and our practices.

Some important guidelines follow, but you must remember that no mere set of rules can ever assure safe operations or the elimination of accidents or injury altogether.

1. It is every employee's responsibility to immediately report to his/her supervisor any hazardous or unsafe condition or practice which might cause injury to employees or customers or damage to our equipment. Be sure to follow up to ensure the appropriate corrective action has been taken. If it has not, you should report the condition or practice to a supervisor.
2. Employees should not, when at all possible, work or remain on company premises alone. Employees should check or verify outside doors are secure. When possible, the employee should notify his or her supervisor in advance when they will be in the office suite alone.
3. Never attempt to push, pull or lift an object that could cause injury. Ask for assistance. If an item must be lifted, lift with your leg muscles, not your back. Do not attempt to lift or move anything that is too heavy for you. Use appropriate equipment to assist you or ask for help.
4. All OSHA and any other applicable safety standards must be followed at all times. All safety warnings and signs must be observed at all times.
5. All safety devices required and provided must be used at all times.
6. Workspaces and aisles must be clean, neat and kept free of debris. Any employee who notices any condition causing the potential for harm must immediately notify a supervisor.
7. Know where the First Aid Kit is, and use it when needed.
8. Employees may not tamper with or change the controls or settings on heating, air- conditioning or other equipment if you are not assigned that responsibility.

You must report all job-related injuries and illnesses to your supervisor immediately. Do not ignore small scratches or cuts, burns, bruises or abrasions; these should be treated at once. Do not wait. Failure to report an injury could result in serious consequences or in jeopardizing your workers' compensation claim should the injury be more serious than first suspected.

If the accident or injury happened at work and requires medical treatment after going home, see a doctor of your choice or go to the emergency room at the hospital. Advise your supervisor of the name of the doctor or hospital where treatment was received.

Follow this procedure if you are involved in or observe an accident:

1. Report the accident to your supervisor or one of the supervisors immediately.
2. Assist injured person(s), but do not risk aggravating an injury through ill-advised attempts at treatment. Never attempt to move an injured co-worker or person who is unable to move him or herself.

3. If an accident victim is unable to move, immediately see that an ambulance is called. When time permits and in extreme emergencies, alert the hospital before the accident victim arrives.

In the event of fire, call 911 or the Fire Department immediately. If you are not able to personally make the call, you should promptly notify a supervisor or other responsible employee. Employees should also try to warn the building landlord and all other occupants of the building so that a safe, orderly evacuation of the premises can occur. Employees should not place their own life in immediate danger. Employees should familiarize themselves with the location of the fire extinguishers and exit locations in the buildings.

## COMMUNICATION

### Electronic Communication and Internet

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BTHC has established the following guideline for appropriate, ethical and professional use of the Internet, company provided cell phones and email.

Company provided equipment (e.g., cell phone, laptops, and computers) and services may not be used for transmitting, retrieving or storing any communications of a defamatory, discriminatory, harassing or pornographic nature.

The following actions are forbidden: using disparaging, abusive, profane or offensive language; creating, viewing or displaying materials that might adversely or negatively reflect upon BTHC, Inc. or be contrary to BTHC's best interests; and engaging in any illegal activities, including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access of any computers and company provided equipment such as cell phones and laptops.



Employees may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy to reference only.

Employees are prohibited from sending or receiving files that are not work related.

Employee should not open suspicious emails, pop ups or downloads. Contact IT with any question or concerns to reduce the release of viruses or information on how to contain viruses.

Internal and external emails are considered business records and may be subject to discovery in the event of litigation.

All company supplied technology and company related work records belong to the company and not to the employee. BTHC, Inc. routinely monitors use of company supplied technology. Inappropriate or illegal use or communications may be subject to progressive discipline up to and including termination of employment.

Assistive technology may be provided as needed.

The Company reserves the right to monitor comments or discussions about its employees, clients, competitors and the industry posted by anyone for the purpose of protecting legitimate protected proprietary, confidential and financial information, enforce anti-harassment and anti-discrimination policies, and to protect client confidential information.

Employees are also cautioned that they should have no expectation of privacy or confidentiality using firm equipment or facilities.

## Suggestion Program

Employee Suggestion Box encourages all employees to develop suggestions that improve the performance and quality of their work while achieving BTHC objectives. Those suggestions that identify specific problems and propose suitable solutions to enhance the efficiency and effectiveness through increased productivity, reduced costs, improved and safer working conditions, conservation of resources and improved public services are considered.



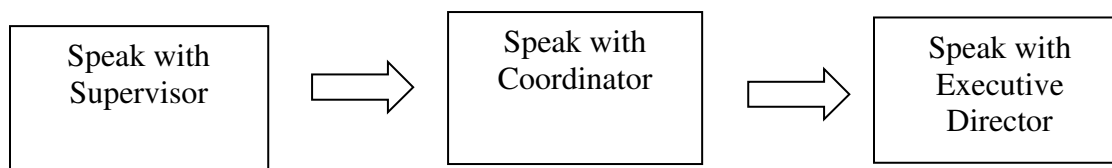
Employees may submit suggestions through the Suggestion “Box”. All suggestions are sent to Program Supervisor.

## Open Door Policy and Grievances

BTHC maintains an “Open Door Policy” whereby employees can contact management to resolve employee issues and concerns within the workplace. If problems arise among co-workers or with supervisors, employees should initially try and reconcile differences on a direct basis with that person or by utilizing the normal chain of command which is Supervisor, Program Manager/Program Director, HR, and then the Executive Director. Should this not be possible, employees may follow these recommendations:

Employees should consult with Program Supervisor or the Executive Director to discuss the issue or may submit a written statement for review. It is the policy of BTHC, Inc. to promptly and thoroughly investigate any grievance and all grievances will be kept confidential. Appropriate action will be taken to resolve the matter. BTHC, Inc. prohibits retaliation against any individual who files a grievance.

THE CHAIN OF COMMAND FOR FILING A GRIEVANCE:



An employee may withdraw a grievance at any time, provided it is not in conflict with any applicable federal or state laws. Any employee who falsely reports or accuses another employee of violating company policy may be subject to progressive disciplinary procedures up to and including termination. If a reasonable resolution is not achieved, the employee can appeal to the Ownership Members.

## Solicitations, Fundraising, Distribution and Posting of Materials

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BTHC prohibits the solicitation, fundraising and distribution and posting of materials on or at company property by any employee or non-employees, except as may be permitted by approval of the Executive Director. The exceptions are charitable and community activities supported by BTHC, Inc. management and company-sponsored programs related to BTHC, Inc. clients and services.

These guidelines are provided for solicitations, fundraising, and distribution and posting of materials on company property:

Employees may not solicit individuals served at any time. Gifts to or from individuals served require approval from the Executive Director.

The posting of materials or electronic announcement are permitted with approval from the Executive Director.

Non-employees may not solicit employees or distribute literature of any kind on company premises without prior approval from the Executive Director.

Employees may only admit non-employees to work areas with management approval or as part of a company sponsored program. An employee must accompany the non-employee at all times.

Former employees are not permitted onto company property except for official company business.

Employees may not solicit other employees during work times, except in connection with a company approved or sponsored event.

Employees may not distribute literature of any kind during work times or in any work area at any time, except in connection with a company sponsored event.

Violations will be subject to progressive disciplinary procedures up to and including termination of employment.

**DISCLAIMER:** Nothing in this policy shall be construed to restrict an employee's rights under Section 8(a)(1) of the National Labor Relations Act and specifically Section 7 of the Act. This policy does not apply to discussions or activities involving your terms and conditions of employment, wages, hours, and working conditions.



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## Information Board

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Announcements, forms, suggestion box, etc. can be found on the Information Board. In addition, the Employee Handbook, policies and procedures, Code of Conduct, and some state/federal regulations are visible on the Intranet for reference.

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## Social Security Number Privacy Policy

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Better Together Home and Community Services, LLC has adopted a Social Security Number Privacy Policy. The purpose of the Social Security Policy and this policy is to ensure, to the extent possible, the confidentiality of social security numbers, to prohibit the unlawful disclosure of social security numbers, to limit the persons who have access to the information and documents that contain social security numbers, and to set forth and practice proper procedures for the disposing of documents which contain social security numbers.

In the regular course of business, BTHC collects and maintains documents which contain social security numbers, under conditions and circumstances allowed by law. In accordance with policy, and as required by law, all or more than 4 sequential digits of a social security number may not be placed on identification cards, badges, time cards, employee rosters, bulletin boards, permits, licenses, or any other materials or documents for public display. Documents, materials or computer screens that display all or more than 4 sequential digits of a social security number may not be disclosed for public viewing and is limited only to authorized personnel who have a business reason for reviewing such information.

All documents containing social security numbers must be stored in a physically secure manner so that only authorized personnel have access to such information. Social security numbers may not be stored on computers or electronically unless they are secured from unauthorized access. Only management personnel who have legitimate business reasons to know may have access to records containing social security numbers. Social security numbers must be kept private and secure at all time. Documents may not be sent through the mail which contain all or more than 4 sequential digits of a social security number, if the number can be seen through the envelope window or is otherwise visible from the outside of the envelope or package.

If documents containing social security numbers need to be disposed of, such disposal must be done in such a way to protect the confidentiality of the social security numbers. It is the policy that this be done by shredding.

Violations the Social Security Privacy Act carry criminal and civil penalties. Additionally, violations of this policy can and will result in discipline up to and including discharge. Employees are encouraged to immediately report any violations of this policy to a supervisor or executive.

## ACKNOWLEDGEMENT AND AGREEMENT

\*\*\* Important Read Carefully\*\*\*

I acknowledge receipt of the Better Together Employee Handbook dated\_\_\_\_\_. I understand and agree that I am bound by the policies, terms and conditions of employment set forth in this Handbook. However, notwithstanding the foregoing, nothing in this Handbook modifies, alters, waives or changes any individual written employment contracts between Company and me. To the extent the policies in this Handbook conflict with such individual written employment contracts, the terms of the individual contract controls. I understand and agree that BTHC has the right to unilaterally modify and/or terminate any policies, practices, procedures and standards it has adopted or implemented, to the extent not limited by law. I also understand that this Manual is not a contract, express or implied, and it does not guarantee employment for any specific duration.

I understand and agree that my employment is “at will” and that I may terminate my employment at any time, for any reason, with or without notice and BTHC may do the same. I understand and agree that the Policies and conditions stated in this Employment Handbook govern my employment at BTHC. I understand and agree that this Employment Handbook supersedes and cancels any prior contrary verbal or written policies, statements, understandings or agreements concerning the terms and conditions of my employment. I understand and agree that no employee has the authority to change the terms of my employment as stated in this Handbook other than an Executive of BTHC, in a writing signed by an Executive and directed to me personally.

I further understand that while the policies in the Employee Handbook do not constitute a contract, I agree, acknowledge and affirm that the limitations set forth below DO constitute a binding agreement between me and MMP, the consideration of which is my employment, continued employment, participating in benefits, and other compensation:

**To the extent permitted by state law, I understand and agree that I shall not commence any state law action or suit related to my employment: 1) more than six months after the termination of my employment, if the action or suit is related to the termination of my employment; or 2) more than six months after the event or occurrence on which my claim is based, if the action or suit is based on an event or occurrence other than the termination of my employment. While I understand that the statute of limitations for state law claims arising out of my employment may be longer than six (6) months, I agree to be bound by the six (6) month period of limitations set forth herein and I waive any statute of limitations to the contrary. Should a court determine in some future lawsuit that this provision allows an unreasonably short period of time to commence a lawsuit, the court shall enforce this provision as far as possible and shall declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced as provided by the then existing law.**

To the extent permitted by law, I understand and agree that I shall not commence any EEOC administrative action related to my employment: 1) more than six months after the termination of my employment, if the action or suit is related to the termination of my employment; or 2) more than six months after the event or occurrence on which my claim is based, if the action or suit is based on an event or occurrence other than the termination of my employment. While I understand that the time period for filing an EEOC charge may be longer than six (6) months, I agree to be bound by the six (6) month period of limitations set forth herein and I waive any statute of limitations or filing requirement to the contrary.

To the extent permitted by law, I understand and agree that any Federal law claim or lawsuit relating to my employment must be filed no more than 185 days after the date of filing a proper and timely charge with the EEOC, NLRB, or any other administrative agency has occurred or expired. While I understand that the statute of limitations for claims arising out of an employment action may be longer than 185 days, I waive any statute of limitations to the contrary, unless federal law prohibits such waiver or prohibits such a reduction in the statute of limitations.

THE CONSIDERATION FOR THE WAIVERS SET FORTH ABOVE IS MY CONTINUED EMPLOYMENT AND OPPORTUNITY TO RECEIVE PAY, BONUSES AND BENEFITS AS PROVIDED BY BETTER TOGETHER HOME AND COMMUNITY SERVICES, LLC

I certify that I have read, fully understand, and accept all of the foregoing terms of this Handbook and Acknowledgement and Agreement.

Employee Signature:

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Print Name of Employee:

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Date:

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**DISCLAIMER:** Nothing in this Employee Handbook shall be construed to restrict an employee's rights under Sections 7 and 8(a)(1) of the National Labor Relations Act. No policy set forth in this Employee Handbook shall be construed or understood to prevent an employee to engage in discussions or activities involving the terms and conditions of employment, wages, hours, and working conditions.