

HELP SOURCE OF NORTH SHORE, INC. DBA COMFORT KEEPERS
POLICY AND PROCEDURE MANUAL



Helpsource of North Shore d/b/a Comfort Keepers
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PURPOSE OF THE EMPLOYEE POLICY AND PROCEDURES MANUAL

This Employee Policy and Procedures Manual (“Employee Manual”) contains information regarding the employment policies and practices of Comfort Keepers. These policies reflect the Company’s values, and employees are expected to read this Employee Manual carefully, as it serves as a valuable reference for understanding their job and the Company.

This Employee Manual supersedes all previously issued employee manuals and handbooks. Except for the policy of at-will employment, the Company reserves the right to revise, delete, or add to the provisions of this Employee Manual at any time. Accordingly, this Employee Manual does not create an express or implied contract, nor does it guarantee specific terms or conditions of employment. All such revisions, deletions, or additions will be made in writing. No oral statements or representations shall modify or alter the provisions of this Employee Manual.

Not all of the Company’s policies and procedures are included in this Employee Manual; rather, it summarizes certain key policies. If an employee has any questions or concerns regarding this Employee Manual or any other policy or procedure, they should contact the Comfort Keepers Human Resources Department.

As stated above, this Employee Manual does not constitute an express or implied contract guaranteeing continued employment. No Comfort Keepers manager or supervisor has the authority to enter into any express or implied employment agreement that alters the at-will nature of employment. Employees should refer to the At-Will Employment policy for additional information.

Nothing in this Employee Manual, or in any other document or policy, is intended to violate any municipal, state, or federal law. Additionally, nothing in this Employee Manual is intended to limit employees’ rights to engage in concerted activities relating to wages, hours, or working conditions, or any other conduct protected under Section 7 of the National Labor Relations Act (“NLRA”).

Furthermore, nothing in this Employee Manual prohibits employees from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (“EEOC”), the National Labor Relations Board (“NLRB”), the Securities and Exchange Commission (“SEC”), or any other federal, state, or municipal agency responsible for enforcing applicable laws.

Comfort Keepers complies with all applicable state and municipal laws.

MISSION STATEMENT

Our mission is to provide our clients with the highest level of quality of life that is achievable. We shall treat each of our clients with the respect and dignity they deserve, as though we were caring for a member of our own family.

We are committed to providing the highest quality of care in the most professional manner possible. We comply with privacy standards and applicable licensing requirements. Our caregivers are well trained, dependable, caring, and friendly.

BYLAWS AND GOVERNING BODY

Helpsource of North Shore, Inc., doing business as Comfort Keepers, is a part of the Comfort Keepers franchise network and was incorporated under the laws of the State of Illinois on December 19, 2000. Helpsource of North Shore, Inc. is owned by Anna Holden and Alex Holden. The organization comprises ten franchise territories and operates five office locations, as listed below.

Office Locations Managed by Helpsource of North Shore, Inc.

1. **Buffalo Grove (Main Office)**
1400 E. Lake Cook Road, Suite 110
Buffalo Grove, IL 60089
2. **Elgin**
675 Tollgate Road, Suite O
Elgin, IL 60123
3. **Grayslake**
888 E. Belvidere Road, Suite 302
Grayslake, IL 60030
4. **Jefferson Park / Chicago**
4849 N. Milwaukee Avenue, Suite 202
Chicago, IL 60630
5. **Downtown Chicago**
1 E. Superior Street, Suite 210
Chicago, IL 60611

Governing Body

Helpsource of North Shore, Inc., doing business as Comfort Keepers, is a non-medical Home Services Agency. The Company's main office is located at 1400 E. Lake Cook Road, Suite 110, Buffalo Grove, Illinois 60089.

The Governing Body consists of the following individuals:

- **Anna Holden** – President
- **Alex Holden** – Managing Partner
- **Ben Josephson** – Vice President of Operations
- **Danuta Wilk** – Director of Human Resources

HOURS OF OPERATION AND HOLIDAY OBSERVANCES

Comfort Keepers' standard operating hours are Monday through Friday, 8:30 a.m. to 5:00 p.m. Central Time. The agency is closed on weekends and observes the following six major holidays:

- **New Year's Day** – January 1

- **Memorial Day** – Last Monday in May
- **Independence Day** – July 4
- **Labor Day** – First Monday in September
- **Thanksgiving Day** – Fourth Thursday in November
- **Christmas Day** – December 25

Comfort Keepers' main phone number, (847) 215-8550, is answered 24 hours a day, seven days a week. During holidays, weekends, and outside of normal business hours (before 8:30 a.m. and after 5:00 p.m.), calls are handled by an answering service and escalated to a member of the on-call team as needed. Non-urgent calls are typically returned on the next business day.

AT-WILL EMPLOYMENT

Employment with Comfort Keepers is at-will, unless state law provides otherwise. This means that employment may be terminated for any or no reason, with or without cause or notice at any time by the employee or by the Company, excluding any reason expressly prohibited by applicable federal, state, and/or municipal law. Nothing in this Employee Manual or any oral statement will limit the right to terminate the employment relationship at-will. This at-will employment policy is the sole and entire agreement between the employee and Comfort Keepers regarding the fact that employment with the Company is at-will. No Company manager or supervisor has any authority to enter into an express or implied contract of employment that changes the fact that employment with the Company is at-will.

GENERAL EMPLOYMENT PRACTICES

Employee Classifications

Employees of Comfort Keepers are classified as non-exempt under federal and state wage and hour laws and are further classified for administrative purposes. The following designations are used throughout this Employee Manual.

Non-exempt Employees

Non-exempt employees are employees whose job positions do not meet FLSA or applicable state exemption tests, and who are NOT exempt from minimum wage and overtime pay requirements. Non-exempt employees are eligible to receive overtime pay for hours worked in excess of 40 hours in a given week, or as otherwise required by applicable state law.

Full-Time Employees

Full-time employees are those who are normally scheduled to work and who work a schedule of **40 (forty)** hours per week.

Part-Time Employees

Part-time employees are those who are normally scheduled to work and who do work less than **40 (forty)** hours per week. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis. Part-time employees are eligible for some, but not all employee benefits described in this Employee Manual and are provided with benefits required by applicable law.

Employee Eligibility and Work Authorization

The Federal Immigration Reform and Control Act of 1986 (the “*Act*”) requires employers to verify the legal working status of all employees hired on or after November 7, 1986. The Act makes it unlawful to hire anyone who is (a) not a U.S. citizen, or (b) an alien who does not have the legal right to be employed in the United States. All employees will be required to complete Form I-9 and provide current documentation from time to time, as required by federal law.

Comfort Keepers is committed to honoring all terms and conditions of I-9 verification. Employees who do not contest a Tentative Non-confirmation, or who receive a Final Non-confirmation or No Show, are subject to immediate employment termination.

Comfort Keepers will also not tolerate any form of discrimination or harassment prohibited by federal, state, or municipal law, including discriminatory treatment based on an employee’s or applicant’s national origin or citizenship status. Employees who believe they have been subject to discrimination or harassment, including during the Form I-9 and verification process, should immediately report the matter as further outlined herein. The Company further prohibits retaliation against employees or applicants for employment for making such complaints.

Comfort Keepers will not refuse to hire, segregate, or act with respect to recruitment, hiring, promotion, renewal or employment, selection for training or apprenticeship, discharge, discipline, tenure or terms, privileges, or conditions of employment without following the procedures of the I-9 verification.

Comfort Keepers will not discharge or in any other manner discriminate against any employee (or applicant for employment) because that employee (or applicant) has made a complaint to the Company or the Illinois Department of Labor, or because that employee (or applicant) has caused to be instituted or is about to cause to be instituted any proceeding under or related to the Illinois Right to Privacy Act, or because that employee (or applicant) has testified or is about to testify in an investigation or proceeding this law.

Discrepancy in Employment Verification Information

If Comfort Keepers concludes there is a discrepancy in an employee’s employment verification information, the Company will provide the employee with the following information:

- The name of a specific document that the Company believes is deficient and the reason why.
- Instructions on how the employee can correct the documents if required to do so by law.
- An explanation of any other rights that the employee may have in connection with the Company’s contention.

Notice of Work Authorization Discrepancy

If Comfort Keepers receives notification from any federal or state agency, including, but not limited to, the Social Security Administration or the Internal Revenue Service, of a discrepancy as it relates to work authorization, the Company will not take any adverse action against the employee, including re-verification, based on the receipt of the notification.

Comfort Keepers also will provide a notice to the employee, as soon as possible, but not more than 5 business days after the date of receipt of the notification. The notice will include an explanation that the federal or state agency has notified the Comfort Keepers that the employee's work authorization documents do not appear to be valid or reasonably related to the employee and the time period the employee must contest the federal or state agency's determination.

The Company will notify the employee by phone call and email about the work authorization discrepancies.

The employee may have a representative of the employee's choosing in any meetings, discussions, or proceedings with the Company.

Inspection Determines Employee Not Authorized to Work

Except as otherwise required by federal law, if during an inspection of the Company's I-9 Employment Eligibility Verification forms by an inspecting entity, the inspecting entity makes a determination that the employee's work authorization documents do not establish that the employee is authorized to work in the United States and provide the Company with notice of that determination, the Company will provide a written notice to the employee.

The Company's notice to the employee will relate to the employee only and will conform with applicable law. Comfort Keepers will notify the employee in person, during documents verification if possible. Otherwise, Comfort Keepers will notify an employee by mail.

If the employee contests the inspecting entity's determination, Comfort Keepers will notify the employee within 72 hours after receiving any final determination by the inspecting entity related to the employee's work authorization status. Upon request by the employee, Comfort Keepers will give the employee the original notice from the inspecting entity within 7 business days. This original notice will be redacted in compliance with state and federal privacy laws and will relate only to the employee receiving the notification.

Background Checks

Comfort Keepers recognize the importance of maintaining a safe, secure workplace with employees who are qualified, reliable, and non-violent, and who do not present a risk of serious harm to their clients, co-workers or others. To promote these concerns and interests, the Company reserves the right to investigate an individual's prior employment history, personal references, and educational background, as well as other relevant information, unless otherwise prohibited by applicable federal, state, or municipal law. Consistent with legal requirements, Comfort Keepers also reserves the right to obtain and to review an applicant's or an employee's criminal conviction record, and related information, and to use such information when making employment decisions, but only to the extent permissible under applicable law.

Comfort Keepers will comply with the Health Care Worker Background Check Act [225 ILCS 46] and the Health Care Worker Background Check Code (77 Ill. Adm. Code 955).

All employees with direct client contact are required to complete a criminal background check in compliance with IDPH procedures regarding the Health Care Worker Registry. Employees are not allowed to provide services to clients pending the outcome of the CBC. Employees must be "eligible" to have direct contact with clients.

Employees whose CBC comes back with an "ineligible" result can request a waiver through IDPH. Employees with an "ineligible" status will not provide services or have direct contact with

clients. Once a waiver is granted and the status in the IDPH Registry shows as “eligible”, an employee may provide services to clients.

Also, the following websites will be checked prior to the first day of employment.

- the US Health and Human Services of Inspector General and IL OIG Provider Sanction
- Illinois Sex Offenders Registration
- Illinois Department of Corrections Sex Registrant
- Illinois Department of Corrections Inmate Search
- Illinois Department of Corrections Wanted Fugitives
- National Sex Offender Public Registry

All employees will be verified in the IDPH Registry annually, including all above websites and registries.

Additionally, prior to hiring, and annually thereafter, Comfort Keepes will check if employees have “verified and substantiated” finding of abuse, neglect. Or financial exploitation on the APS Registry. Any employee who doesn’t have a “verified and substantiated” finding on the APS registry will not be hired or have any contact with clients.

Comfort Keepers will also complete an additional background check with a third-party vendor to include a national search on a county level in every state. This search will include health care worker registries in every state. If there are any findings in other states health care worker registries, an employee will not be allowed to provide care to participants.

Comfort Keepers will save the following CBCs documents in every employee’s file:

1. New employees: background check authorization, IDPH initial findings, all websites listed above, IDPH verification of hire date, any updates made to demographics on the IDPH Profile, results of the third-party background.
2. Annually: Completed verification on all above websites, verification date on the IDPH registry.

A pending criminal matter may be considered in appropriate circumstances for business-related reasons, consistent with applicable law. All background checks will be conducted in strict conformity with the federal Fair Credit Reporting Act (“**FCRA**”), applicable state fair credit reporting laws, and state and federal anti-discrimination and privacy laws. The Company is an equal opportunity employer and will comply with applicable laws relating to the use of background checks for employment purposes.

Third-party services will be hired to perform additional checks, and the Company will ensure that all background checks are conducted and held in compliance with applicable laws. The Company reserves the right to make the sole determination concerning information or any employment decision arising out of the background check.

Access to Personnel Files

Upon request in writing (including email) to Comfort Keepers HR Department, an employee may inspect, copy, and receive copies of the following documents at least two times per calendar year:

- any personnel documents which are, have been or are intended to be used in determining that employee's qualifications for employment, promotion, transfer, compensation, benefits, discharge, or other disciplinary action.
- any employment-related contracts or agreements that the employer maintains are legally binding on the employee.
- any employee handbooks that the employer made available to the employee or that the employee acknowledged receiving; and
- any written employer policies or procedures that the employer contends the employee was subject to and that concern qualifications for employment, promotion, transfer, compensation, benefits, discharge, or other disciplinary action.

Written Requests

Requests must be made at reasonable intervals, unless otherwise provided in a collective bargaining agreement. Requests must be made to the Company's Human Resources Department. A written request must:

- identify what personnel records the employee is requesting or if the employee is requesting all of the records allowed to be requested.
- specify if the employee is requesting to inspect, copy, or receive copies of the records.
- specify whether records be provided in hardcopy or in a reasonable and commercially available electronic format.
- specify whether inspection, copying, or receipt of copies will be performed by that employee's representative, including family members, lawyers, union stewards, other union officials, or translators; and

Comfort Keepers will comply with employees' requests within 7 working days after receiving the receipt of the request.

Any in-person inspection will take place at a location reasonably near the employee's place of employment and during normal working hours.

The Company will, upon the employee's written request, email or mail a copy of the requested record to the employee by the email address or mailing address identified by the employee for the purpose of receiving the copy of requested record. The Company will charge a fee for providing a copy of the requested record.

Personal Data Changes

To assist employees and/or their families better in the event of personal emergencies, the Company needs to maintain up-to-date contact information. Maintaining accurate information in the Company's files also is important for recordkeeping, payroll, and benefits related purposes.

Changes in name, address, telephone number, marital status, number of dependents, or changes in next of kind should be given to the Company's Human Resources Department promptly.

Whistleblowing

If an employee believes that Comfort Keepers is violating any law or is engaging in a practice that poses a substantial and specific danger to employees, public health, or safety, the employee should contact their immediate supervisors and Company's Human Resources Department

Comfort Keepers will not retaliate against an employee who discloses or threatens to disclose information related to an activity, policy, or practice of the Company where the employee has a good faith belief that the activity, policy, or practice violates a state or federal law, rule, or regulation or poses a substantial and specific danger to employees, public health, or safety. The Company prohibits retaliation against an employee who discloses or threatens to disclose such information to any of the following:

- a public body conducting an investigation, or in a court, an administrative hearing, or any other proceeding initiated by a public body.
- a government or law enforcement agency.
- any supervisor, principal officer, board member, or supervisor in an organization that has a contractual relationship with the employer who makes the employer aware of the disclosure.

Likewise, the Company will not retaliate against an employee for refusing to participate in an activity that the employee believes would result in a violation of a state or federal law, rule, or regulation. Finally, the Company will not retaliate against employees for disclosing or attempting to disclose public corruption or wrongdoing.

WORKPLACE CONDUCT

Standards of Conduct

To ensure safety and security and provide the best possible work environment, Comfort Keepers expect employees to follow basic, common-sense rules of conduct that will protect everyone's interests and safety. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace, but the following are examples of infractions of rules of conduct that may result in disciplinary action, including suspension, demotion, or termination of employment:

- Falsification of employment records, employment information, or other records.
- Recording the work time of another employee, allowing any employee or client to record another employee's work time, or allowing falsification of any timecard, whether the employee's or other employees.
- Theft or the deliberate or careless damage of any Company property or the property of any employee or client.
- Use of Company materials, supplies, tools, or products for personal reasons without advanced permission from Comfort Keepers management.
- Abuse of the Company's electronic resources, including sending personal emails during working time or in a manner that interferes with the employee's work performance.
- Possessing, distributing, selling, transferring, or using or being under the influence of alcohol or illegal drugs in the workplace.
- Provoking a physical fight or engaging in physical fighting during working hours or on premises owned or occupied by Comfort Keepers or a client's property.
- Carrying firearms, weapons, or dangerous substances at any time, on premises owned or occupied by the Company, any client's property.

- Using abusive, violent, threatening or vulgar language at any time during working hours or while on premises owned or occupied by the Company or clients' properties.
- Unexcused absences.
- Failing to obtain permission to leave work during normal working hours.
- Failing to observe working schedules.
- Abusing or misusing paid sick leave
- Failing to provide a certificate from a health care provider when requested or required to do so in accordance with applicable law.
- Working overtime without authorization or refusing to work assigned hours.
- Violating any safety, health or security policy, rule, or procedure of Comfort Keepers
- Committing a fraudulent act or intentional breach of trust under any circumstances; and
- Abuse or neglect of a client, including (but not limited to), withholding necessities; ignoring or not assisting the client; physical, verbal, or sexual abuse; and/or financial abuse, such as theft.

Although employment may be terminated at-will by either the employee or the Company at any time, without following any formal system of discipline or warning, excluding any reason prohibited by applicable federal, state, or municipal law, Comfort Keepers may exercise discretion to utilize forms of discipline that are less severe than employment termination, like coaching, verbal or written warnings. Although one or more of these forms of discipline may be taken, no formal order or procedures are necessary. Comfort Keepers reserves the right to determine which type of disciplinary action to issue in response to any type of performance issue or rule violation.

This statement of prohibited conduct does not alter or limit the policy of at-will employment. Either the employee or Comfort Keepers may terminate the employment relationship at any time for any reason, with or without cause, and with or without notice, except as otherwise prohibited by applicable federal, state, or municipal law.

Scope of Practice Policy

For caregiving employees, there are several factors that determine the scope of care the employee can provide on an assignment, including the following:

- What state and federal regulations allow
- What Comfort Keepers is licensed to provide; and
- What the client has requested is within the scope of allowed tasks

When an employee is assigned to a client, the employee's Scheduling Manager will discuss the level of care that employee can provide.

The level of care will be within the scope allowed IDPH and IDOA.

Reporting and Anti-Retaliation Policy

Comfort Keepers is deeply committed to promoting a culture of ethical conduct and compliance with the laws and regulations that govern our business and the Company expects all employees to follow this commitment in all aspects of their work.

Consistent with the Company's commitment to ethics, compliance, and the law, the Comfort Keepers welcomes all employees' good faith questions and concerns about any conduct they believe may violate a law or regulation or Company policies, and Comfort Keepers encourages reporting of conduct that may be illegal, fraudulent, unethical, or retaliatory. Choosing to speak up about workplace concerns helps build a healthy, ethical, and compliant company and is part of the Company's culture.

The Company Does Not Tolerate Retaliation

Comfort Keepers is committed to fostering an environment that does not deter individuals from speaking up when they observe conduct that may violate the Company's Code. For that reason, the Company will not tolerate retaliation of any kind because an employee in good faith raises a question or concern about a violation or suspected violation of the Company's Code, the Company's policies, or the laws and regulations under which the Company does business, or because the employee participates in or cooperates with an investigation of such concerns.

Retaliation is any conduct that would reasonably dissuade an employee from raising, reporting, or communicating about good faith concerns through our internal reporting channels or with any governmental authority or from participating in or cooperating with an investigation or legal proceeding raising such concerns. Retaliation may occur through conduct or written communication and may take many forms, including actual or implied threats, verbal or nonverbal behaviors, changes to the terms or conditions of employment, coercion, bullying, intimidation, or deliberate exclusionary behaviors.

The following are examples of potential retaliation the Company prohibits:

- Adverse employment action affecting an employee's salary or compensation.
- Demotion, suspension, or termination of employment.
- Taking away opportunities for advancement.
- Threatening an employee who has made a report.
- Directing an employee who has made a report not to report to outside regulators.
- Deliberately rude or hostile behaviors or speech; and
- Creating or allowing the creation of a work atmosphere that is hostile toward an employee who has reported a concern.

Comfort Keepers adhere to all applicable laws protecting the Company's employees against unlawful retaliation or discrimination as a result of their raising good faith questions or concerns. If an employee is ever aware of an instance or threat of retaliation, they should immediately report it to the Company's Human Resource's Department.

How to Raise Questions and Concerns

Employees can submit their good faith questions or concerns about conduct they believe may violate the Company's policies or the laws and regulations under which the Comfort Keepers do business to the following:

- Their supervisor or manager
- Any Company leader
- The Company's Human Resources Department

When an employee raises concern, the Comfort Keepers will maintain confidentiality to the fullest extent possible, consistent with applicable legal requirements and the need to conduct an adequate investigation or review.

When raising concerns, Comfort Keepers will ask that employees provide as much detailed information as possible, including the background and history of the concern, names, dates, and places where possible, and the reasons why the situation is cause for concern. This is especially important for concerns raised anonymously, so that the Company may conduct an appropriate review and if necessary, begin an investigation.

Comfort Keepers is committed to reviewing all reported concerns, conducting proper, fair, and thorough investigations tailored to the circumstances, and taking appropriate remedial and concluding steps as warranted. All action taken by the Company in response to a concern will necessarily depend on the nature and severity of the concern. This may include initial inquiries and fact-gathering to decide whether an investigation is appropriate and, if so, the form and scope of the investigation. Investigation into concerns raised is not an indication that they have either been confirmed or rejected. Comfort Keepers complies with the law in conducting investigations and expects that employees will cooperate with an investigation, except when voluntary compliance with an investigation is being requested. Comfort Keepers also expect that employees will provide truthful information when participating in an investigation and, during the investigation, will keep matters related to the investigation confidential. All good faith concerns and reports raised under this policy will be taken seriously.

Comfort Keepers does not prohibit anyone from electing to report concerns to, make lawful disclosures to, provide documents or other information to or communicate with the EEOC, National Labor Relations Board ("NLRB"), SEC, or any other federal, state, or municipal agency about conduct believed to violate laws or regulations. The Company also does not prohibit employees from participating in an investigation or proceeding conducted by any of these agencies.

Employees who believe that they have been subjected to any conduct that violates this policy may register a complaint using the procedures outlined above. Any employee who unlawfully discriminates or retaliates against another employee as a result of the employee's protected actions as described in this policy may be subject to corrective action, up to and including employment termination.

Confidentiality

The purpose of this policy is to ensure that all clients' records remain confidential, are destroyed properly and only released to the authorized individuals. Employees must always respect the privacy of clients, their families, and residents, if care is provided in facilities. The rule of thumb to remember is that all information gathered by, retained, or generated by Comfort Keepers regarding its clients and their families is confidential. No confidential information can be disclosed to anyone outside the Company without the appropriate authorization.

Employees must safeguard all confidential information. This includes the dissemination of information by any available means.

Confidential information can be disclosed and/or discussed only on a "need to know" basis with Comfort Keepers administrative personnel for the purpose of improving Company services. Conversation of a confidential nature must never be held within earshot of the public.

"Confidential Information" refers to a piece of information, or a compilation of information, in any form (on paper, in an electronic file, or otherwise), related to the Company's business that the Company has not made public or authorized to be made public, and that is not generally known to the public through proper means.

Confidential or proprietary information includes, but is not limited to, nonpublic information regarding Comfort Keepers business methods and plans, databases, systems, technology, intellectual property, know-how, marketing plans, business development, products, services, research, development, inventions, financial statements, financial projections, financing methods, pricing strategies, client sources, employee health/medical records, system designs, client lists and methods of competing. Additionally, employees who by virtue of their performance of their job responsibilities have the following information, should not disclose such information for any reason, except as required to complete job duties, without the permission of the employee at issue: social security numbers, driver's license or resident identification numbers, financial account, credit or debit card numbers, security and access codes or passwords that would permit access to medical, financial or other legally protected information.

Confidential Information does not include information lawfully acquired by non-management employees about wages, hours or other terms and conditions of employment, if used by them for purposes protected by §7 of the National Labor Relations Act such as joining or forming a union, engaging in collective bargaining, or engaging in other concerted activity for their mutual aid or protection. Comfort Keepers does not prohibit an employee from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority, or disclosing Confidential Information which the employee acquired through lawful means in the course of their employment to a governmental authority in connection with any communication or report, or from filing, testifying or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or regulation to the SEC, the U.S. Department of Labor ("DOL"), or any other appropriate government authority. To the extent an employee discloses any Confidential Information in connection with communicating with a governmental authority, the employee will honor the other confidentiality

obligations in this Employee Manual and will only share such Confidential Information with their attorney, or with the government agency or entity. Nothing in this Employee Manual shall be construed to permit or condone unlawful conduct, including but not limited to the theft or misappropriation of Comfort Keepers property or information.

As part of my employment agreement, workers may see or hear confidential information pertaining to. Clients and/or family members (client records, conversations, and financial information) Employees, Contractors, Partners (salaries, employment records, disciplinary action) Business information (financial records, reports, memos, contracts) Third Parties (Vendor contracts, referral source contracts or business information) Operational strategies, quality assurance, peer review (reports, presentations, survey results)

- The information will be accessed only to fulfill job duties within the employees' term of employment at Comfort Keepers.
- The worker is not allowed to show, tell, copy, photograph, give, sell, review, post on social media, change, or dispose of or in any way change any confidential information unless it is part of the employee's assignment. If it is part of an assigned task the employee will do so following this Confidentiality Policy, set forth by Comfort Keepers management.
- The employee will not misuse or be careless with confidential information.
- The worker will keep his/her computer password or employee information confidential and will not share it with anyone.
- The employee will not use anyone else's password or information to access any Comfort Keepers system.
- Nobody can share confidential information even if the person is no longer employed by Comfort Keepers.
- Access to anybody's confidential information may be audited.
- Any mishandling or misusing confidential information must be reported to the company.
- Any confidential information learned as an employee does not belong to the employee and will remain the sole domain of Comfort Keepers.
- Each employee has to protect the privacy of Comfort Keepers' clients, families, and referral sources, and adhere to HIPAA laws.
- No unauthorized copies of Comfort Keepers, clients, families, or referral sources' documents are allowed
- Every worker is responsible for ensuring that there is no misuse of confidential information, and failure to protect access to confidential information on his or her computer or possession.

Failure to comply with this agreement may result in my termination from Comfort Keepers and/or civil or criminal legal action may be taken against any offending party.

Recording in the Workplace/Client's Home

Employee caregivers perform their work and services for a client at the client's home, whether that be a residential facility, a private residence, or other establishment. As such, clients and their family members have the right to set up and utilize cameras or other recording devices in their own home which may capture the employee caregivers in the performance of their job duties. Employees should have **NO EXPECTATION OF PRIVACY** from recording while they are performing their services in a client's home.

No still or video cameras (including camera phones) are to be used in restrooms or anywhere else in the workplace where privacy would be expected. Should an employee caregiver suspect that they are being recorded in a place where privacy would be expected, they should notify their immediate supervisor right away.

Notwithstanding the client's right to record anything in their own home, while caregivers are acting in the performance of their job duties, employees may not record, photograph, or film clients or their confidential medical or personal information without their express permission. If an employee suspects elder abuse or neglect or has any other concerns which the employee believes requires photographic documentation of evidence, an employee should call Comfort Keepers immediate supervisor or Human Resources Department, and a staff member will assist.

Violations of this policy will result in discipline, up to and including employment termination. However, this policy is not intended to restrict and will not be enforced in a manner which restricts the rights of statutory employees under the NLRA to document their terms and conditions of employment.

Personal Appearance

The image Comfort Keepers projects to the public is reflected in the appearance of our employees. All employees should look well-groomed and should be dressed appropriately for their specific duties. Employees are expected to use good judgment in their appearance and grooming, keeping in mind the nature of the work, their own safety and the safety of clients, and their need to interact with the public.

Comfort Keepers provides a casual yet professional work environment for its employees. Even though the dress code is casual, it is important to project a professional image to our clients and coworkers. All employees are required to report to work well groomed, clean, and dress according to Company's policy.

Dress Code Policy

- Clothing should not constitute a safety hazard.
- Tops: Tee shirts and long sleeve shirts are acceptable however, tank tops, spaghetti straps, cold shoulders, and mid-drift tops are not allowed. No bare shoulders and no bare belly clothing will be considered as acceptable work attire. Torn, revealing, provocative, or offensive clothing may not be worn at any time.

- **Pants:** Jeans and slacks with no holes or distress on them are acceptable, as well as Capri pants and knee-length shorts. Shorts that are any shorter than knee length are not allowed.
- **Shoes:** Must be flat, preferably athletic or a non-slip sole type. High heels, wedges, platforms, or open toes shoes of any style are not permitted. If client does not want a Caregiver to have shoes on within their home, please be prepared to wear house shoes (bring to change into) or slippers that cover the whole foot and are non-slip soles. Do not wear only socks or nylons or walk bare feet, this leaves your feet exposed and could lead to injuries.

Fashion/Jewelry/Tattoos/Piercings:

While we enjoy your individual style, the clients are not always agreeable to having Caregivers with visible piercing or tattoos. No employee may make visible a tattoo that might be offensive to clients or violate our Anti-Harassment Policy. Comfort Keepers will determine whether tattoos or piercing (including earrings) should be visible to our clients.

Dangling earrings and necklaces are not acceptable. Please only wear stud earrings, and chains that are shorter in length, such that they will not catch on things when you are in a bent over position.

Nailcare: Please do not keep your fingernails any longer than 1.5 inches from the nail bed, regardless of if they are artificial or natural nails. All employees must always maintain clean hands and fingernails.

If you were issued scrubs, shirts, or a gait belt, by Comfort Keepers, they remain the property of Comfort Keepers and the expectation is that you return them, upon your separation from your employment with us. Inactive employees are not allowed to wear Company's uniforms and name tags.

Comfort Keepers encourage employees to seek the advice of their immediate supervisor or the Company's Human Resources Department if they have questions regarding appropriate dress or appearance at work. Employees who report to work improperly dressed or groomed may be instructed by their supervisor to return home to change. The time that non-exempt employees are absent for this purpose will be unpaid unless state law requires otherwise.

Nothing in this policy is intended to prevent employees from wearing a hair or facial hair style that is consistent with their cultural, ethnic, or racial heritage or identity. This policy will be interpreted to comply with applicable municipal, state, or federal law.

The Company will reasonably accommodate exceptions to this policy if required due to an employee's religious beliefs, medical condition, or disability. Employees who need such accommodation should contact their immediate supervisor or the Comfort Keepers' Human Resources Department.

Attendance and Punctuality

Employees are expected to be regular in attendance and to be punctual. If employees are absent, their work generally must be performed by others or go undone. To limit problems caused by employees' unapproved absences, the Comfort Keepers has adopted the following policy.

Employees are expected to report to work as scheduled, be on time, and be prepared to start work. Employees are also expected to remain at work for their entire work schedule. Unapproved late arrivals, early departures or other absences from scheduled hours are disruptive and must be avoided.

If an employee is unable to report for work as scheduled on any particular day, they must call our office main number 847-215-8850, even after business hours, our on-call staff will assist you.

This should be done as soon as you become aware and short notice call offs are only acceptable in the case of medical or personal emergencies documentation of either may be required.

Leaving a message, texting, or emailing with a co-worker, or on a supervisor's cell phone, does not relieve you of your reporting responsibility. If you fail to call in for two consecutive workdays, we may accept this as your voluntary resignation from Comfort Keepers.

Employees who need to leave early must notify their immediate supervisor as soon as they learn that they will not be able to complete their scheduled shift. Comfort Keepers may inquire about the general reason for absence, tardiness, or early departure. Unless extenuating circumstances exist, employees must call in on each and every scheduled day on which they will not report to work, unless they are on an approved leave of absence.

Excessive absenteeism or tardiness may result in disciplinary action up to and including termination of employment unless the absence or tardiness is excused or approved. The following are examples of types of time off that will not be considered grounds for disciplinary action under this policy:

- Time off that was previously approved, including vacation.
- Paid sick and safe time provided under a mandatory sick and safe time leave law.
- Approved state and federal leaves of absence, including but not limited to jury duty leave, military leave, leave protected under the Family and Medical Leave Act (“**FMLA**”) or similar state laws, and time off or leave specifically approved by the Company as an accommodation under the Americans with Disabilities Act (“**ADA**”) or similar state laws; and/or
- Time off due to a work-related injury that is covered by workers’ compensation.

Each situation of absenteeism, tardiness, or early departure will be evaluated on a case-by-case basis. Even one unexcused absence or tardiness may be considered excessive, depending upon the circumstances. However, Comfort Keepers will not subject employees to disciplinary action or retaliation for an absence, tardiness or early departure for which discipline may not be imposed under applicable law. If the employee believes that an absence, tardiness, or early departure is (or should be) excused pursuant to applicable law, the employee should notify their manager of this fact as soon as possible, but no later than at the time of the absence, tardiness, or early departure. (For the required timing of an employee’s notice of the need for a foreseeable leave of absence, see the applicable leave policy). If an employee believes they have mistakenly been subject to disciplinary action for an absence, tardiness, or early departure that the employee believes is or should be excused/approved, the employee should promptly discuss the matter with the Comfort Keepers’ Human Resources Department. The Company will investigate the situation, and any errors will be corrected.

Employees who fail to report for work without any notification to their immediate supervisor and whose absence continues for a period of two days (No Call / No Show) will be considered to have abandoned and voluntarily terminated their employment, absent extraordinary circumstances.

Personal Devices

Personal cell phones and other electronic devices are not to be used during scheduled work hours with a client. The only exception to this rule is if it becomes necessary to contact the office.

Absolutely no texting while at the client's home is permitted unless it is work related or due to a family emergency. In addition, your cell phone should be in silent/vibrate mode.

If you believe that you have a reasonable need for an exception to this rule, please discuss it with your supervisor and we might ask you to provide appropriate documentation.

Cell phone features, such as cameras, may not be used to obtain confidential company or client information. Taking photos or videos of or with your clients or in their homes or vehicles may violate our HIPAA privacy regulations and must be avoided.

Earbuds are not to be used while providing care for the client. If you are working an overnight shift, staying awake is required, you may use only one earbud to listen to music or audio books. Employees must refrain from using any mobile device while operating a motor vehicle while driving for our clients.

Personal Calls

While employees are at work, they are expected to perform their job duties and responsibilities. Personal calls should be made primarily outside of working time.

Visitors at Client's Home

Family members, friends, and pets are prohibited from visiting employees at work. Additionally, caregivers' children are not allowed to be present at the workplace for any part of the work shift. Visitors can cause a disruption or disturbance for the caregiver and our client. Employees can face disciplinary action, including termination of employment if they violate this policy.

Under no circumstances should a caregiver's family member or friend drive or run errands for our clients. Clients may have visitors in their homes at their discretion. Caregivers must not provide care or supervision for anyone other than the client.

Professional Boundaries

We recognize that staff must establish rapport with clients and provide support that meets their basic human needs. However, it is the employee's responsibility to ensure that you maintain an appropriate professional relationship in your day-to-day work and raise any associated issues or training needs with management.

Boundaries define the limits of behavior, which allow staff and clients to engage in a supportive, caring relationship. These boundaries are based upon trust, respect, and the appropriate use of power.

The relationship between employees and clients must focus *solely* upon meeting the needs of the client and it's based on plan of care. It is not established to build personal or social contacts for caregivers. Moving the focus of care away from meeting client's needs towards meeting the employee's own needs is an unacceptable abuse of power.

On occasions, an employee may develop an attachment towards a client. While this may be natural, the employee should ensure that this does not lead to a breach of professional boundaries. Staff is encouraged to discuss these kinds of difficulties with management.

Befriending

Clients can be very endearing and may touch your heart, however, all interactions with clients must remain professional. Staff must never overstep professional boundaries and confuse behaving in a friendly way, befriending, with the formulation of an actual friendship.

Befriending is an appropriate relationship for staff and a part of building the necessary trust to work with clients; it focuses on the needs of the client. Becoming a friend with clients is inappropriate; it focuses on the needs of both people and could potentially be an abuse of power to represent the relationship as a friendship.

Counseling

Counseling our clients is not allowed and employees must refrain from suggesting counseling of any nature to our clients. Only a licensed professional counselor is allowed to provide counseling.

Influencing

Employees must be careful not to influence clients with their own beliefs and personal values, and to be aware of their potential to influence vulnerable seniors. Although morality, religion and politics may be areas of conversation that clients may wish to discuss, caregivers should never promote or impose their own views. Active participation in these types of conversations can escalate or cause undue mental anguish. If a client or a client's family member brings up one of these topics, please stay neutral and redirect the conversation to a more suitable subject as quickly as possible.

Approachability

Employees should be approachable, open to challenging situations, criticism, and available to engage in a meaningful dialogue. They should not be intimidating or unapproachable people. Clients must not be discouraged from accessing support within agreed-upon boundaries or from making complaints.

Privacy

Employees must respect their clients' right to privacy and be sensitive and responsive to any personal and cultural needs for privacy that may arise.

Inappropriate Personal Disclosure:

Staff must not divulge any personal information about themselves or other staff members.

Concealing Information:

Please report immediately to your supervisor if your client has intentions of self-harm or harm to others. You must report violent or critical incidents and/or other issues as soon as possible.

Touch/Physical Contact:

Staff should approach touching with great care and caution. Some clients may misinterpret physical contact as affection outside the professional relationship. All staff should be aware that physical contact risks being misunderstood and may result in staff being vulnerable to allegations of inappropriate professional behavior. Some cultures may be more comfortable, and some may be less comfortable with touching those who are not family members. Please do your best to comply with your client's wishes when it comes to the amount of touch that occurs. Less is more, even if a client is happy to be hugged or have their hand held, please make good judgement in this matter. It is mandatory that you use protective personal equipment (PPE) when in physical contact with the client.

Financial Matters

Caregivers must not enter any financial transactions with clients including buying, selling, exchanging, or bartering goods or services.

Caregivers must not borrow money or possessions from clients and should not give or accept gifts of any kind. The acceptance of any monetary charitable donations is not acceptable, without the acknowledgement and approval of management. Sharing your financial situation with our clients is not permitted.

Caregivers should not normally handle money on behalf of clients, except in clearly defined work responsibilities. Supervisors must be aware of all financial transactions made on behalf of the client by the caregiver.

We encourage online shopping instead of in-store transactions. Caregivers may assist clients with online shopping.

Caregivers should not agree to become trustees, beneficiaries, or executors in relation to the wills of clients.

Employee and Client Personal Relationships

Comfort Keepers allows clients' relatives or friends to be hired as caregivers in accordance with IDOA Administrative Codes. If a potential employee is related to or knows the client, Comfort Keepers management must be notified.

All other employees must have strictly professional relationships with any client and follow the rules:

- Employees must not encourage clients to develop relationships with them, their family members or friends.
- Caregivers must not give clients their or another staff member's personal information, for example, address, telephone number, email address, etc.
- Caregivers who encounter clients outside of work should be pleasant, civil and should generally discourage prolonged social contact. Employees should not approach clients outside of work, especially where the client's behavior indicates that they do not want to be recognized or identified as a client.
- Caregivers must not arrange outside of work contact with clients.
- Caregivers must not visit our clients outside of their work schedule.
- Caregivers must never discuss clients with other clients or other third parties.

- Caregivers may be put in a position where their relationship with clients is compromised or be drawn into situations where professional boundaries may be stretched or crossed. Caregivers should seek the guidance of management if they are unsure about the nature of a relationship developing with a client, or they need advice on how to deal with a situation.
- Caregivers must not move in to live with the client
- If there are events and arrangements planned by clients that are highly valued by them but may present potential boundary issues, those should be brought to the attention of management, who will evaluate and determine the appropriate action.

Terms of Endearment:

The use of terms of endearments is not allowed. Examples of these are “cutie”, “honey”, “sweetie”, “babe”, “bae”, “boo”, “dear”, “my love”, “darling” or any combination of them or use of words that are of a similar nature or meaning. Not only can this create an inappropriate response in your client, but it may also be misconstrued as you generalize your care of them, by not specifically calling them by their name or preferred title, such as Mr. or Ms. Please always be respectful and ask your client what they would prefer to be called.

Contact with the Media

To ensure that Comfort Keepers communicates with the media in a consistent, timely, and professional manner about matters related to the Company, employees must notify their immediate supervisor or the Company’s Human Resources Department that they have been contacted by the media whenever employees are asked to speak on behalf of the Company so that the Company knows that a media inquiry has been made. Employees should not respond to media inquiries on the Company’s behalf without authorization. This rule does not prevent employees from speaking with the media, but employees should not attempt to speak on behalf of the Company unless the employee has specifically been authorized to do so by an officer of the Company.

Conflicts of Interest

All employees must conduct themselves in such a way as to avoid actual or potential conflicts of interest during their employment with Comfort Keepers. The following are examples of prohibited conflicts of interest in any aspect of their jobs:

- Acting as a director, officer, consultant, agent, or employee of a supplier, customer, competitor, or any entity that engages in business with the Company.
- Owning a material interest in or being a creditor of or having other financial interest in a supplier, customer, competitor, or any entity that engages in business with the Company.
- Receiving from or giving to any supplier, customer, or competitor gifts, gratuities, special allowances, discounts, or other advantages not generally available to employees of Comfort Keepers
- Having any significant direct or indirect personal interest in a business transaction involving the Company.

- Conducting outside activities that materially detract from or interfere with the full and timely performance of an employee's job duties for Comfort Keepers.
- Influencing commercial transactions involving purchases, contracts, or leases in a way that would have a negative impact on the Company or its business.

If an employee has, or is considering the assumption of, a financial interest or outside employment relationship that might involve a conflict of interest, or if the employee is in doubt concerning the proper application of this policy, they should promptly contact Company's Human Resources Department and refrain from exercising responsibility on the Company's behalf in any manner that might reasonably be considered to be affected by any adverse interest.

Failure to disclose the fact of a conflict or potential conflict may constitute grounds for disciplinary action.

This policy in no way prohibits employee affiliations or activities that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the NLRA, which includes the right of employees to organize collectively and to speak with others about their terms and conditions of employment.

Gifts, Tips, and Gratuities

It is the policy of Comfort Keepers that employees are prohibited from, either directly or indirectly, accepting, receiving, or agreeing to receive anything of value for themselves or for any other person or entity (other than your paycheck from the Company) for or in connection with any transaction or business of the Company. Acceptance of money or other valuable gifts directly from clients, family of clients, facilities, family residents, and vendors, suppliers, are strictly prohibited. This includes borrowing money or personal effects. This action is considered a violation of patient's rights and can lead to elder abuse charges. For all personnel, this can mean criminal prosecution. This is for the protection of the client and their families.

Employees must also refrain from selling or purchasing of items to/from a client. This could lead to allegations of theft and/or inappropriate payment amounts for items.

If employees are promised, offered, or given anything of value from a client or family member, they must notify their supervisor or Human Resources Department at once. Similarly, if employees are asked to buy anything of value from any client, family members are to advise to follow the same steps.

Social Media

Comfort Keepers respects the legal rights of its employees and understands that employees' time outside of work is their own. However, employees should be mindful that their social media activity, even if done off premises and while off duty, could affect the Company's legitimate business interests. "**Social media activity**" includes all types of posts and other communications on the Internet, including but not limited to, posts on social networking or affinity sites (such as Facebook, LinkedIn, TikTok, Instagram, Threads, Snapchat, X (twitter), and YouTube); blogs and other on-line journals and diaries; bulletin boards and chat rooms; microblogging, such as

Twitter; and posts of video or audio on media-sharing sites. “Social media activity” also includes permitting, or failing to remove, posts by others where the employee can control the content of posts, such as on a personal page or blog. This policy applies to social media activity when on or off duty, while using the Company’s or personal electronic resources, and whether or not the employee posts anonymously or using a pseudonym.

Comfort Keepers values its established brand reputation and goodwill relationships. These are important corporate assets. When employees engage in social media activity that identifies them as an employee of Comfort Keepers, or in any way related to the Company, employees should bear that in mind and follow the guidelines listed below:

- Social media activity is subject to all pertinent Company policies, including the Sexual and Other Unlawful Harassment and Confidentiality policies.
- Unless an employee has received prior authorization from **Company’s Governing Body**, the employee may not represent or suggest in any social media content that they are authorized to speak on Comfort Keepers’ behalf, or that the Comfort Keepers has reviewed or approved the content. If that will not be obvious from the content, the employee must specifically state the following: “The views expressed in this post are my own. They have not been reviewed or approved by the Company.”
- The Federal Trade Commission (“**FTC**”) requires that endorsements be truthful and not deceptive. If social media activity endorses Comfort Keepers services, employees must disclose their name and position with the Company.
- Employees should consider using available privacy filters or settings to block others, including clients, colleagues, vendors, or competitors who may have access to your social media activity and personal information.
- Employees should not post content about Comfort Keepers, including any information about management, co-workers, or clients that is obscene, threatening, intimidating, defamatory, harassing, or a violation of the Company’s policies against discrimination, harassment, or hostility on account of any protected characteristics.
- Employees cannot use Comfort Keepers logo, trademark, or proprietary graphics in violation of applicable laws, in a way which suggests that they represent the Company or while engaging in conduct that violates Company policy.
- Employees cannot disclose, or post images or video of, any Comfort Keepers trade secrets or confidential business information (for example, information regarding the development of systems, processes, products, know-how and technology, business plans; health/financial information of clients; the Company’s attorney-client communications or other internal business-related confidential communications).
- Employees should not post images or video of the Company’s employees, clients, vendors, or competitors that would be discriminatory, harassing, threatening, obscene, or similarly inappropriate.

Do not post any photos or client information to the internet in any form, including but not limited to any social media platforms, as this is in violation of the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”).

Do not use Company email addresses to register on social networks, blogs, or other online tools utilized for personal use.

Outside Employment

Comfort Keepers does not prohibit employees from holding other jobs; however, the following types of outside employment are generally prohibited (to the extent allowed under applicable law):

- Employment that conflicts with the employee's work schedule, duties, and responsibilities or creates an actual conflict of interest.
- Employment that impairs or has a detrimental effect on the employee's work performance with Comfort Keepers; and
- Employment requires employees to conduct work or related activities during working times or using any of Comfort Keepers' tools, materials, or equipment.

For the purposes of this policy, self-employment is considered outside employment.

Comfort Keepers will not assume any responsibility for employees outside employment. Specifically, Comfort Keepers will not provide workers' compensation coverage or any other benefit for injuries occurring from, or arising out of, such outside employment.

Additionally, any employee who uses Comfort Keepers' work time for other employment will face disciplinary actions, including termination of employment with Comfort Keepers.

Recruitment Practices and Procedures

Comfort Keepers is an agency that provides non-medical help for the elderly. The recruiting process is devoted to finding experienced employees who are fit for the caregiving job. Comfort Keepers' recruitment process is divided into a few stages and is based on hiring needs in every office. Recruitment and hiring process is supervised by the Associate Director of Recruitment. Every office has an HR Manager who is responsible for recruiting, onboarding, and hiring process. Additionally, a Recruiting Assistant completes phone interviews and helps with the recruitment process.

Recruiting Processes

- Preparation. Identifying hiring goals and needs and aligning them with company's budget. Quarterly review of hiring needs, adjustment of goals if applicable, review of pay range in job posts. Ongoing review of ATS issues.
- Sourcing candidates. Jobs are promoted on multiple job boards and directed to our ATS. Indeed.com is the main source of applicants. Other sources include: Comfort Keepers weekly open jobs postings and word of mouth (current employees' referrals). Jobs are sponsored by the Associate Director of Recruitment every two weeks based on hiring needs. Every office has open job locations assigned to them.
- Screening and shortlisting applicants. Screening criteria were developed based on the job requirements and necessary qualifications. ATS and pre-employment assessment supports the screening process and helps to identify candidates who have required skills

and experience for the homemaker/ caregiver role. AI is a part of the recruitment process and is able to assist with answering basic questions and scheduling phone interviews and in-person onboarding.

- Interviewing Candidates. HR and Recruiting Managers conduct phone interviews. Interviews are designed to explain in details job expectations, responsibilities and requirements, advancement opportunities, and answer any questions that a candidate might have. Candidates must agree to be registered and fingerprinted in IDPH portal. Interview notes are posted in the ATS system for each candidate. After a successful interview, a candidate is transferred to the next stage: Background Check Consent. In an applicant decides not to move forward or is not a good fit, the applicant is put on hold or rejected.
- IDPH Portal Check for Fingerprints. All candidates who successfully complete interview process have to complete background checks consent form. Every applicant has to must be registered in IDPH portal as an “Eligible” worker before starting an onboarding process.

PAY PRACTICES

Comfort Keepers follows State, Federal and Chicago Minimum Wage Laws. Pay scale is included in all job postings.

Minimum Wage

It is the policy of Comfort Keepers to compensate employees at a rate equal to or greater than the established federal minimum wage. Comfort Keepers will also comply with and compensate employees in accordance with the State of Illinois’ minimum wage laws for untipped employees 18 years of age or older. If municipal law requires a minimum wage greater than the federal or state minimum wage, Comfort Keeper will compensate employees in compliance with municipal law.

Overtime

All non-exempt, hourly employees are eligible for overtime pay, which is equal to one and one-half times their regular rate of pay for all hours worked in excess of 40 in one workweek and as otherwise required by applicable state and federal law. Employees are responsible for accurately reporting all time worked, including overtime hours.

Paid time off such as sick pay, holiday pay, vacation pay, will not count toward hours worked for the purpose of determining overtime pay.

All overtime work must be authorized in advance by the employee’s immediate supervisor. Caregivers will be paid for all overtime work but may be subject to discipline up to and including termination of employment if the overtime work was not pre-authorized by their immediate supervisor.

Employees unsure about overtime eligibility should contact Human Resources.

For overtime pay calculation purposes, the workweek begins at 12:00 AM on Monday and ends at 11:59 PM on Sunday.

Payment of Wages

Employees will be paid weekly, **every** Wednesday, by direct deposit. Each pay period starts on Monday and ends on Sunday.

If the regular payday falls on a Federal-recognized holiday, Comfort Keepers will process payroll earlier to deposit money on the regular payday. Employees will receive deposit advice on each payday.

Pay rate increases.

Pay increases are based on the Company's profitability, current pay rate, performance, annual evaluation, and market conditions. Comfort Keepers' pay increases are not an entitlement based on length of employment, seniority, or other factors.

Comfort Keepers strives to maintain competitive pay rates that exceed minimum wage requirements in accordance with all applicable laws.

Performance Reviews

Performance evaluations are scheduled after the first 90 days of employment and annually, based on the month a caregiver/homemaker was hired.

A positive performance review does not guarantee a salary increase or a promotion. These decisions are made at the discretion of the Company and depend on a number of factors, in addition to an employee's individual performance.

Annual evaluations should be conducted in person, around the anniversary of the hire date. The annual review includes a written performance appraisal and discussion between the employee and the supervisor about job performance and future expectations. Discussions are documented. Annual evaluations are mandatory for all active employees.

All performance evaluations are dated and signed by the supervisor and the employee being evaluated. The signature of the employee evaluated indicates that the evaluation was disclosed to that employee both in writing and face-to-face. Employees do not have to agree with the evaluation and may comment in writing, in the space provided on the evaluation form. An employee's signature on your evaluation in no way shows the endorsement of the review but indicates that an employee is aware of the feedback given therein. A positive performance evaluation does not guarantee an increase in salary, a promotion, continued employment, or any other benefit of employment. Pay increases are at the sole discretion of Comfort Keepers and are not guaranteed.

A completed evaluation document is placed in your personnel file and becomes a starting point for the next evaluation period.

Comfort Keepers reserves the right to make any personnel changes (including employment termination) before or after performance evaluations.

Paycheck Deductions

The Company is required by federal and state laws to make certain deductions from your paycheck for each pay period. Such deductions typically include State and Federal taxes, Medicare contribution, and Social Security.

The pay of some non-exempt employees may be subject to additional deductions. Such deductions will be made in accordance with state and federal law and will require written authorization from the employee.

The amount of all deductions will be listed on the employee's paystub.

Reporting Errors and Obtaining More Information

Comfort Keepers aims for accurate employee pay, though errors may occur. Any errors brought to the Company's attention will be promptly reviewed and corrected, if possible. All employees should review each paycheck and paystub when they receive it to make sure their pay and reported hours are correct.

Employees with questions about pay deductions or hours should quickly contact their supervisor to verify hours for the pay period. Any additional questions should be directed to the Human Resources Department.

Every report will be fully investigated, and the Company will provide the employee with any compensation to which the employee is entitled in a timely fashion.

Comfort Keepers complies with all applicable laws, including the FLSA, and will not allow any form of retaliation against individuals who make good faith reports of alleged violations of this policy, or who cooperate in an investigation by the Company, even if the reports do not reveal any errors or wrongdoing. The Company will investigate all claims of retaliation promptly and, to the extent it is reasonably possible, consistent with a thorough investigation, on a confidential basis. If the Company concludes that an employee has violated this policy, corrective action will be taken, where appropriate, up to and including employment termination. Retaliation is unacceptable, and any form of retaliation in violation of this policy will result in disciplinary action, up to and including employment termination. Any employee who believes they have been subjected to retaliation should contact the Company's Human Resources Department.

Work Schedules

While caregiving services can be provided around the clock, Comfort Keepers offices are open for business Monday through Friday, 8:30 A.M. TO 5:00 P.M.

All employees are expected to be ready to perform their work at the start of their shift. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in total hours that may be scheduled each day and week.

Scheduling Managers are responsible for posting and updating all schedules for caregivers. All schedules are posted in eRSP, which is a secure cloud-based software that allows real-time

updates and electronic visit verification (EVV). EVV instantly tracks work activities at clients' sites with employees clocking in and reporting activities via phone.

eRSP Mobile Connect App allows employees to see their schedules, clock in and out to every shift, manage assignments, messages, late alerts, broadcasts. The eRSP app, with a geo location on, confirms that the worker is with the assigned client. EVV system confirms all hours worked by a caregiver.

In addition, employees receive monthly schedules from their Scheduling Managers.

Employees Working Live in

If an employee works a shift of 24 hours or longer, up to eight hours of sleeping time may be excluded from compensable working time if all of the following apply:

- A voluntary agreement excluding *bona fide* regularly scheduled sleeping periods exists between the Company and the employee;
- Adequate sleeping facilities for an uninterrupted night's sleep, under conditions that are not substantially less desirable than at the employee's home, are provided;
- At least five hours of sleep, not subject to serious interruptions, is taken; and
- Interruptions to perform duties are considered hours worked

In addition, the following will be adhered to:

- Even if the sleeping period is longer than eight hours, only eight hours will be credited.
- The five hours of sleep time do not have to be consecutive; however, if the sleep period is interrupted to such an extent that the employee cannot get a reasonable night's sleep, the entire period must be counted as working time.
- Sleep time does not necessarily have to be at night.
- The deduction of sleep time is prohibited where the demands of the job have seriously interrupted the employee's ability to sleep, or the sleeping facilities are substantially less desirable than the employee's home.

Comfort Keepers employees are not permitted to reside permanently on a client's premises. Employees who qualify as live-in staff may agree to exclude *bona fide* sleep time (pursuant to the same rules expressed in the Employees Working 24-Hour Shifts Policy), *bona fide* mealtime, and other off-duty time. Such exclusions from compensable working time will be set forth in a written agreement. This agreement will be in writing.

Meal Breaks

It is Comfort Keepers' policy to comply with all laws regarding meal and rest breaks.

Employees who work seven- and one-half consecutive hours can take at least one 20-minute meal break, no later than five hours after the start of a shift. Employees who work more than seven- and one-half consecutive hours can take an additional 20-minute meal period for every additional four- and one-half consecutive hours worked. During the employee's meal break,

employees will be relieved of all duties. An uninterrupted meal break lasting 30 or more consecutive minutes in duration will be unpaid. Employees who are unable to be completely relieved from work duties during any meal break, the meal break will be paid.

Employees must be completely relieved from work duties during any unpaid meal break, and such meal breaks must be at least 30 consecutive minutes and free from work duties for the meal period to be unpaid.

If employees who are unable to take all the meal breaks to which they are entitled in accordance with this policy, or who have been prevented or discouraged from taking a break to which the employee is entitled under this policy, should immediately notify their supervisor or Human Resources Department.

Federal Lactation Accommodation

Lactation Breaks

Comfort Keepers will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child for up to one year following the birth of the covered employee's child during the workday.

Employees who need lactation break must work with Comfort Keepers' Human Resources Department regarding scheduling and reporting the extra break time. Comfort Keepers will comply with state and municipal requirements.

Lactation Facilities

Because Caregivers work at clients' locations (homes, apartments), the requests for private lactation area and storage of expressed milk might not be possible.

An employee returning to work after pregnancy should contact Comfort Keepers' Human Resources Department to discuss lactation needs.

Comfort Keepers strictly prohibits retaliation against an employee for exercising any rights under the Providing Urgent Maternal Protections for Nursing Mothers Act.

If the accommodation causes undue hardship on the Company, disrupts services provided to clients, and interferes with family dynamics at any client's location, Comfort Keepers will notify the employee and work to adjust work schedule, if possible.

Travel Time

Travel from home before the regular workday and back home at the end of the workday is not compensable. Travel time spent between jobsites (two clients) during the workday, is compensable.

Travel Between Work Sites

For caregivers, time spent traveling between clients scheduled on the same workday will be calculated based on the distance between those clients. Travel time will be verifiable through a commercially available website, such as Google Maps, using the shortest available route.

Mileage Reimbursement

Mileage reimbursement when transporting clients or running errands for clients

Reimbursement for mileage will be calculated by multiplying the number of miles traveled by Comfort Keepers' approved millage rate. Comfort Keepers will reimburse for mileage if transportation or errands are included in client's care plan. Rules that apply:

- Medicaid clients – reimbursement for up to 8 miles per week per client
- VA clients – no transportation or errands allowed per VA Policy
- Private (paying out of pocket for services) clients – based on the mileage driven with or for a client. If a client needs transportation exceeding a total of 20 miles, it must be approved by a supervisor.

Procedure for Millage Reimbursement

Employees who provide transportation, approved by Comfort Keepers policy and included in plan of care, must submit miles electronically via the e-RSP mobile app on the day that transportation was provided. An employee, who cannot use a mobile app, should verify millage by calling from their client's landline phone using their individual PIN.

Insurance and Other Expenses

Employees who use their personal vehicles to provide approved transportation must maintain liability and property damage insurance at the minimum required by law. Reimbursement for mileage is in lieu of actual expenses for depreciation, insurance, gasoline, license plates, oil, repairs, registration. Therefore, actual expenses for those items will not be reimbursed when employees use their personal vehicles to drive clients.

Employees whose car insurance expired are not allowed to provide transportation, run errands or travel from one work site to another (between clients). Employees are responsible for providing updated car insurance to their HR Manager or immediate supervisor.

Failure to comply with the terms of this policy may result in a request for reimbursement being denied.

Driving Record

Employees must maintain adequate personal automobile liability insurance and current, not expired driver's license.

All employees are required to keep a clean and safe driving record to be allowed to drive clients. During the initial hiring process, Comfort Keepers may run an Illinois Department of Motor Vehicles ("DMV") check.

Comfort Keepers retains the right to prohibit any employee from driving clients if the employee's driving record is not compliant with standards set by the Company's insurance provider.

If a license is suspended, prior to hiring, it will be the sole discretion of Comfort Keepers as to whether the employee will be offered a position or not. If your license is suspended during employment, report it to HR immediately. No employees can drive a client on the suspended drivers' license.

Timekeeping

All Caregivers must accurately record the time they work each day, including arrival, departure, and millage. When employees receive their paychecks, they should verify immediately that their working time was recorded accurately and that they were paid correctly for all hours worked.

EVV – Electronic Visit Verification is required by IDOA and is Comfort Keepers Timekeeping Policy.

Comfort Keepers primarily uses a timekeeping technology called e-RSP Mobile Connect that enables employees to clock in and out using their mobile devices. Caregivers must use their mobile devices to clock in at the client's location upon arrival and wait for confirmation. The process is basically repeated to clock out when leaving the client's home. Employees must clock-in using their mobile devices before performing any work-related activity at their assignment and must complete all work-related activities at the assignment before clocking out using their mobile devices. If an employee cannot use their mobile device for any reason at the client location, they must call their supervisor using the mobile device or client's home telephone as soon as possible, and the employee's supervisor will speak with the client to verify the arrival time. It is important that all employees timely report any working time not otherwise captured via the e-RSP Mobile Connect App.

Caregivers, who cannot install the e-RSP Mobile Connect app on their mobile device, can use a timekeeping system called e-RSP telephony that requires employees to clock in and out of shifts by telephone. To clock in, caregivers must dial a toll-free number from the client's home telephone (landline) upon arrival, enter an assigned code, and wait for confirmation. This process is basically repeated to clock out when leaving the client's home. Employees must clock in via the Telephony system before performing any work-related activity at their assignment and must complete all work-related activities at the assignment before clocking out using Telephony. All completed tasks and millage must be entered using specific codes. If an employee cannot call from the client's phone because it is in use, call as soon as the phone is free, and then call their immediate supervisor who will speak with the client to verify the actual arrival time. It is important that all employees timely report any working time not otherwise captured via the e-RSP Telephony system.

In some cases, when neither of the above systems work, employees must record their working time on paper time slips as a substitute and it must be timely submitted to the immediate supervisor for processing. Paper time sheet are not to substitute EVV and will not be accepted as the timekeeping alternative.

Caregivers must report all time worked and employees are not allowed to work at any time that is not authorized by their supervisors. This means that employees must not start work early, finish work late or perform any other extra or overtime work unless directed to do so. Employees

who have questions about when or how many hours they are expected to work should contact their immediate supervisor.

It is a violation of Comfort Keepers' policy for anyone to work "*off-the-clock*," to incorrectly report hours worked, or to alter time records. Client cannot approve of any additional hours. Any changes to work schedule must be approved by Supervisor. If any employee is directed or encouraged to incorrectly report hours worked, or to alter another employee's time records, they should report the incident immediately to their immediate supervisor.

Prohibition of Off-the-Clock Work

Comfort Keepers is committed to compensating every employee for all work performed in accordance with approved schedule and all applicable laws. The Company prohibits all off-the-clock work, and employees are prohibited from performing any off-the-clock work. "*Off-the-clock*" work means work an employee performs but fail to report to the Company.

Examples of prohibited off-the-clock work by performing work-related activities before an employee has started recording work time or after an employee has stopped recording work time

Employees are prohibited from traveling to and visiting a client's home or location during unscheduled hours for any reason without the advanced permission of their immediate supervisor. Any employee who violates this prohibition will be subject to disciplinary action, up to and including employment termination.

It is a violation of Comfort Keepers' policy for anyone to instruct or encourage another employee to work off-the-clock, to incorrectly report hours worked, or to alter another employee's time records. Any changes to an employee's reported time must be discussed with the employee and documented. If the employee does not agree with the change, the Company supervisor must notify the appropriate payroll personnel.

Work Outside of Scheduled Shifts

Comfort Keepers is committed to compensating employees for all work performed in accordance with all applicable state and federal laws.

Caregivers are expected to work schedules and hours reflective of their assignments. Supervisors must approve hours of work in excess of an employee's work schedule and/or assignment in advance of a caregiver's actually working any time in addition to their scheduled shift or scheduled assignment. For example, if a client requests that an employee caregiver stay later than scheduled, the caregiver's manager must be contacted for prior approval. If an employee caregiver wants to clock in earlier than 10 minutes prior to the start of the employee caregiver's scheduled shift time, the caregiver's immediate supervisor must be contacted for prior approval. If an employee works in excess of the scheduled shift and/or assignment, the employee will be paid but will be subject to discipline up to and including employment termination if the work was not pre-authorized by their immediate supervisor from Comfort Keepers. .

Training Time

Comfort Keepers is committed to compensating every employee for all work performed in accordance with all applicable state and federal laws. If the Company requires a non-exempt employee to attend or complete training, the training time is considered work time.

If an employee on their own initiative attends an independent lecture, meeting, training program or similar activity after hours unrelated to the Company, the time is not considered hours worked even if the courses are related to their job.

Employees utilizing remote training modules must complete the module within the time period specified by the Company. If an employee requires additional time to complete a remote training module, the employee should seek approval from their immediate supervisor and that additional time may be paid.

An employee who engages in unauthorized training time will be subject to disciplinary action, up to and including separation of employment.

Comfort Keepers will pay employees for completed training. Training hourly rate is less than an employee's regular rate but not less than the applicable minimum wage.

Discussion of Wages

No employee is prohibited from inquiring about, disclosing, comparing, or otherwise discussing their wages or the wages of another employee. Comfort Keepers will not terminate or otherwise discriminate against employees because they make such inquiries. Comfort Keepers will not request or require disclosure of an applicant or employee's wage or salary history and/or benefits or other compensation received at any current or former employer, as a condition of being considered for employment or as a condition of employment. Comfort Keepers will not use a third-party agency, including a recruiter, employment agency, or staffing agency to determine an applicant for employment's wage and salary history or benefits and compensation information outlined herein.

Employees and applicants for employment may voluntarily disclose their prior wage, salary, benefits, or compensation information to Comfort Keepers at any time. However, the Company will not consider or rely on any such voluntary disclosure as a factor when deciding to make an offer of compensation, offer employment with Comfort Keepers, and/or determine wages, salary, benefits, or other compensation of any employee or applicant.

This policy does not apply to disclosure of other employees' wage information by employees who have access to such information solely as part of their essential job functions and who, while acting on behalf of the Company, make unauthorized disclosures of that information, including Human Resources and payroll personnel. Nothing in this policy restricts Comfort Keepers' right to restrict disclosure of protected wage, salary, benefits, and compensation information by such employees with access by virtue of their essential job functions without the written consent of the employee whose information is the subject of the disclosure.

Equal Pay Reporting Policy

Comfort Keepers will comply with applicable laws regarding equal pay reporting and certification requirements. To the extent required by applicable law, when applying or recertifying an equal pay certificate, the Company will submit to the Illinois Department of Labor a list of all employees from the prior calendar year, organized by gender, race, and ethnicity, as well as the total wages paid to each employee to the nearest \$100. Such submission of records will also include each employee's job classification or title, the county in which the employee works, the employee's start date of employment, and any other information the Illinois Department of Labor deems necessary to determine whether pay equity exists within the Company's business operations.

In applying for or recertifying an equal pay certificate, Comfort Keepers will submit a copy of its most recently filed EEO-1 report to the Illinois Department of Labor.

Personnel Record-keeping Policies

Purpose

The HR Department of Comfort Keepers retains and destroys personnel records in accordance with Comfort Keepers corporate policies on business records retention, as well as federal and state laws governing record retention. Personnel records of terminated employees will be safely maintained for 5 (five) years after the termination date.

The HR department maintains both employee record information and government compliance reports. Both are subject to the following retention requirements and destruction procedures.

Maintenance of Employee Records

All personnel records are in electronic format and are stored in Comfort Keepers' One Drive. One Drive is backed up and password protected. The Governing Body decides who has access to One Drive and to what files. Any remaining paper personnel records are kept in locked cabinets and only the members of the Governing Body have access to those records.

The following employee information records are maintained in segregated personnel files:

- 1) Pre-employment testing results and background check information.
- 2) I-9 forms.
- 3) Benefits plan and employee medical records.
- 4) Health and safety records.
- 5) General employee personnel records.

Government compliance reports are maintained in reverse chronological sequence and filed separately from the above employee information records.

Destruction of Employee Records

All paper personnel records and confidential employee data maintained by the HR department will be destroyed by shredding after retention dates have passed; this procedure pertains to all personnel records, not just those governed by the Fair and Accurate Credit Transactions Act (FACTA).

Electronic records for terminated employees are stored electronically, archived.

Every Comfort Keepers office has a locked shredder. The record destruction company picks up all confidential documents that need to be shredded.

TIME OFF AND LEAVES OF ABSENCE

Time Off and Leaves of Absence

Comfort Keepers recognizes that employees benefit from time away from work for a variety of reasons—all of which contribute towards a positive work-life balance for the Company’s employees.

Holidays

Comfort Keepers observes the following holidays: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas. Due to the nature of the Company’s business, it is possible employees may be required to work an assignment that falls on one of those holidays. Comfort Keepers will not pay a holiday rate unless work is performed for a Private client who requested services on a holiday. Medicaid, VA and respite care do not pay holiday rate for work done on any of the above holidays. Caregivers should contact their immediate supervisor to discuss work on holidays and schedule changes.

Vacation/Paid Time Off (“PTO”)

(PLAW) Illinois Paid Leave for All Workers (outside of Chicago).

Comfort Keepers allows caregivers who work in Illinois, outside of city of Chicago, to earn and use up to 40 hours of paid leave during a 12-month period, The 12-month period is a calendar year (January 1 to December 31). Paid leave may be taken by an employee for any reason of the employee’s choosing. An employee is not required to provide Comfort Keepers with a reason for the leave or documentation or certification as proof or in support of the leave. Employees may determine how much paid leave they need to use. The minimum increment for the use of paid leave is 2 hours per day.

Comfort Keepers does not require that an employee searches for or finds a replacement worker to cover the hours during which the employee takes paid leave.

Earning and Using Paid Leave

Paid leave accrues at the rate of one hour of paid leave for every 40 hours worked up to 40 hours of paid leave per calendar year. Paid leave begins to accrue at the commencement of employment. Comfort Keepers will pay employees their hourly rate of pay for paid leave. Employees are entitled to begin using paid leave 90 days following commencement of their employment. Employees can use up to 40 hours of PLAW pre calendar year. Limit - 40 hours per calendar year.

Caregivers earn 40 hours of paid leave during a 12-month period (per calendar year) or a pro rata number of hours of paid leave over the course of a 12-month period. Up to 40 hours of paid leave will be carried over annually to the extent not used by the employee.

Notice Requirements

If use of paid leave is foreseeable, an employee must provide 7 calendar days' notice before the date the leave is to begin.

If paid leave is not foreseeable, the employee must provide notice as soon as is practicable after the employee is aware of the necessity of the leave.

Eligible employees seeking leave under this policy must provide oral or written notice and receive approval from their direct supervisor. The Company reserves the right to deny requests for leave under limited circumstances. Specifically, Comfort Keepers may deny the request for leave if one or more of the following apply: actively working employees are not able to request PLAW as a "payout", PLAW cannot be applied in NCNS (no call no show) situations.

Notification of Available PLAW.

Employee Paystubs, accessible in the ESS portion of iSolved or iSolved App will serve as written notification; the following information will be included:

- Accrued PLAW earned since last the payroll (full hours only)
- PLAW that was used since the last notification and YTD usage and pay
- The amount of PLAW available to be used

Paying Out Unused Paid Leave

Comfort Keepers will not pay to an employee upon an employee's termination, resignation, retirement, or other separation from employment unused paid leave. Likewise, the Company will not pay an employee for unused paid leave at the end of the benefit year or any other time.

If there is a separation from employment and the employee is rehired within 12 months of separation by the Company, the Company will reinstate previously accrued paid leave that had not been used. The employee is entitled to use accrued paid leave at the commencement of employment following a separation from employment of 12 months or less.

Anti-Retaliation

Comfort Keepers will not threaten to take or to take any adverse action against an employee because the employee exercises rights or attempts to exercise paid leave rights. Likewise, the Company will not consider the use of paid leave by an employee as a negative factor in any employment action that involves evaluating, promoting, disciplining, or counting paid leave under a no-fault attendance policy. Finally, the Company will not interfere with, deny, or change an employee's workdays or hours to avoid providing eligible paid leave time to an employee.

Paid Leave and Paid Sick and Safe Leave (Chicago)

Comfort Keeper allows covered employees to earn for every 35 hours worked at least one hour of Paid Leave and one hour of Paid Sick and Safe Leave. Only hours worked within the City of Chicago count toward accrual of Paid Leave and Paid Sick Leave.

Notification of Available Paid Sick and Safe Leave.

Paystubs will serve as a written notification; the following information will be included:

- Accrued Paid Sick Leave earned since the payroll (full hours only).
- Paid Sick Leave that was used since the last notification
- The amount of Paid Sick Leave available to be used

Earning Leave and Carryover

Starting on July 1, 2024, or on the first calendar day of a caregiver's employment, an employee's Paid Leave and Paid Sick and Safe Leave will begin to accrue. Paid Leave and Paid Sick and Safe Leave accrue only in hourly (not fractional) increments.

For each employee, there is a cap of 40 hours of Paid Leave and 40 hours of Paid Sick and Safe Leave accrued per 12-month period (per calendar year). The 12-month period for an employee is calculated from the date the employee began to accrue Paid Leave and Paid Sick and Safe Leave.

An employee is allowed to carry over up to 16 hours of Paid Leave and 80 hours of Paid Sick and Safe Leave. The Company will not pay the employee for any unused Paid Leave and Paid Sick and Safe Leave lost as a result of not being able to be carried over from one 12-month period to the next.

No time is accrued while the employee is on any paid or unpaid leave.

Use Generally

An employee may choose whether to use Paid Sick and Safe Leave or Paid Leave.

Comfort Keepers will not, as a condition of an employee taking Paid Sick or Safe Leave or Paid Leave, require that the employee search for or find a replacement worker to cover the hours during which the employee is on leave.

Caregivers are allowed to determine how much accrued Paid Leave and Paid Sick and Safe Leave the employee needs to use. Employees must take a minimum increment of four hours of Paid Leave per day or two hours of Paid Sick and Safe Leave per day. If an employee's scheduled workday is less than the minimum increments above, the minimum increment of time will not exceed the employee's regular scheduled workday.

Paid Leave Use

Comfort Keepers allows employees to use accrued Paid Leave no later than on the 90th calendar day following the start of the employee's employment. Employees can use up to 40 hours of Paid Leave per calendar year. Limit - 40 hours per calendar year.

An employee may use Paid Leave for any reason of the employee's choosing. Comfort Keepers will not require an employee to provide a reason for such leave. The Company also does not require an employee to provide documentation or certification as proof or in support of the leave.

Whenever possible, an employee must give seven days' notice for the time to be approved by their immediate supervisor, before leave is taken. If the absence is unforeseen, the notice should be given as soon as possible.

A Paid Leave request may be denied for any of the following reasons: in NCNS (no call no show) situations or if the notice was not given seven days before planned time off.

Notification of Available Paid Leave.

Employee's Paystubs, accessible in the ESS portion of iSolved or iSolved App will serve as written notification; the following information will be included:

- Accrued Paid Leave earned since last the payroll
- Paid Leave that was used since the last notification
- The amount of Paid Leave available to be used

Paid Sick and Safe Leave Use

Comfort Keepers allows employees to use accrued Paid Sick and Safe Leave no later than on the 30th calendar day following the start of the employee's employment.

A caregiver may use Paid Sick and Safe Leave when:

- an employee is ill or injured, or for the purpose of receiving professional care, including preventive care, diagnosis, or treatment, for medical, mental, or behavioral issues, including substance use disorders;
- an employee's family member is ill, injured, or ordered to quarantine, or to care for a family member receiving professional care, including preventive care, diagnosis, or treatment, for medical, mental, or behavioral issues, including substance use disorders;
- an employee, or an employee's family member, is the victim of domestic violence, or a sex offense, or trafficking in persons; or
- an employee's place of business is closed by order of a public official due to a public health emergency, or the employee needs to care for a family member whose school, class, or place of care has been closed.
- an employee obeys an order issued by the Mayor, the Governor of Illinois, the Chicago Department of Public Health, or a treating healthcare provider, requiring the employee to:
 - stay at home to minimize the transmission of a communicable disease;
 - remain at home while experiencing symptoms or sick with a communicable disease;
 - obey a quarantine order issued to the employee;
 - obey an isolation order issued to the employee.

If an employee's need for Paid Sick Leave is reasonably foreseeable, Comfort Keepers requires seven days' notice before leave is taken. An employee must provide such notice to their supervisor or Human Resources Department .

If the need for Paid Sick Leave is not reasonably foreseeable, an employee must give notice as soon as is practicable on the day the employee intends to take Paid Sick Leave by notifying their immediate supervisor. Notification by an employee may include by telephone, e-mail, or other means. Needs that are "reasonably foreseeable" include, but are not limited to, prescheduled appointments with health care providers for the employee or for a family member, and court dates in domestic violence cases.

Employees can use up to 40 hours of Sick Leave pre calendar year. Limit - 40 hours per calendar year.

Employees who accrue PLAW, Chicago Paid Leave and Chicago Sick Leave, can use total of eighty (80) hours of combined time of per calendar year.

When an employee is absent for more than three consecutive workdays, Comfort Keepers requires certification that the use of Paid Sick Leave was authorized. For time used because an employee or their family member is ill or injured, or for the purpose of receiving professional care, including preventive care, diagnosis, or treatment, for medical, mental, or behavioral issues, including substance use disorders, documentation signed by a licensed health care provider will satisfy this requirement. For Paid Sick Leave used because the employee, or an employee's family member, is the victim of domestic violence, or a sex offense, or trafficking in persons, a police report, court document, a signed statement from an attorney, a member of the clergy, or a victim services advocate, or any other evidence that supports the employee's claim, including a written statement from the employee or any other person who has knowledge of the circumstances, satisfies this requirement. The employee may choose which document to submit.

Comfort Keepers may take disciplinary action, up to and including termination, against an employee who uses Paid Sick and Safe Leave for purposes other than those allowed in this ordinance.

Calculating Leave Compensation

Paid Leave and Paid Sick and Safe Leave is compensated at the same rate and with the same benefits, including health care benefits, that the employee regularly earns during hours worked.

Non-discrimination

Comfort Keepers will not interfere with, deny, or change an employee's workdays or hours to avoid providing eligible Paid Leave or Paid Sick or Safe Leave to an employee. Comfort Keepers will not use its absence-control policy to count paid time off as an absence that triggers discipline, discharge, demotion, suspension, or any other adverse activity.

Coordinating Paid Leave with FMLA Leave

An FMLA-eligible employee must use accrued paid time off concurrently with FMLA leave.

Group Health Plan Coverage

During any period an employee takes paid leave, the Company will maintain coverage for the employee and any family member under any group health plan for the duration of such leave at no less than the level and conditions of coverage that would have been provided if the employee had not taken the leave. The employee is still responsible for paying the employee's share of the cost of the health care coverage.

Prohibited Practices

Comfort Keepers will not do any of the following:

- Require that an employee find coverage as a condition of using paid leave;
- Retaliate against an employee for exercising rights to take paid time off;
- Count absences arising from the use of properly noticed paid leave as an absence that triggers discipline, demotion, suspension or any other adverse employment action;
- Switch an employee's schedule after they provide notice that they are using or will use paid leave to avoid paying the employee during their absence;
- Forbid or require an employee to take paid leave, instead of allowing an employee to choose whether to use paid leave prior to using any other leave provided by the Company

or state law, provided that it is not prohibited for an employer to require that an employee use leave in accordance with FMLA rules and regulations; or

- Paying an employee to not take paid leave.

Comfort Keepers will not consider the use of paid leave by an employee as a negative factor in any employment action that involves evaluating, promoting, disciplining, or counting paid leave under a no-fault attendance policy.

The Company will not interfere with, deny, or change an employee's work days or hours to avoid providing eligible paid leave time to an employee.

The Commission will provide a form that an Employee can use for this purpose on its website. A complaining Employee can be represented by counsel at this or any stage of the Commission process but is not required to retain an attorney for this purpose.

Sick Leave to Care for Relatives

Employees may use any accrued paid time or sick leave benefits provided by Comfort Keepers for absences due to the illness, injury, or medical appointment of a covered relative, on the same terms that the employee is able to use personal sick or paid leave benefits for the employee's own illness or injury. Covered relatives include the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.

Nothing in this policy extends the maximum amount of leave available to eligible employees under the federal FMLA.

Comfort Keepers will request written verification of the employee's absence from a health care professional. The Company will not discharge, threaten to discharge, demote, suspend, or in any manner discriminate against employees for requesting or using personal sick leave benefits in accordance with this policy. Employees with questions or concerns regarding this policy or who would like to request a leave of absence under this policy should contact Comfort Keepers' Human Resources Department.

Personal Leave

If an employee needs personal time off, Comfort Keepers, under certain circumstances, may grant a personal leave of absence without pay. A written request for a personal leave must be submitted to the immediate supervisor at least two weeks before the anticipated start of the leave. If the leave is requested for medical reasons and employees are not eligible for leave under the federal FMLA, medical certification also must be submitted. Other supporting documentation may also be required to support the need for personal leave.

During the leave, employees will not accrue any time off. The Comfort Keepers may continue health insurance coverage for up to one month during the leave if employees submit their share of the monthly premium payments to Comfort Keepers in a timely manner.

When the employees anticipate returning to work, they should notify their immediate supervisor of the expected return date. This notification should be made at least one week before the end of the leave.

Failure to advise management of availability to return to work, failure to return to work when notified or a continued absence from work beyond the time approved by Comfort Keepers will be considered a voluntary resignation of employment.

Employees who accrue Chicago time off and PLAW, can take the maximum of 80 hours of paid time off per calendar year, even if the total available time exceeds 80 hours.

Family and Medical Leave

Comfort Keepers will grant family and medical leave in accordance with the requirements of applicable federal and state law in effect at the time the leave is granted. Although the federal and state laws sometimes have different names, the Company refers to these types of leaves collectively as “**FMLA Leave**.” In any case, employees will be eligible for the most generous benefits available under applicable law.

Employee Eligibility

To be eligible for FMLA Leave benefits, employees must: (a) have worked for Comfort Keepers for a total of at least 12 months; (b) have worked at least 1,250 hours over the previous 12 months as of the start of the leave; and (c) work at a location where at least 50 employees are employed by the Company within 75 miles, as of the date the leave is requested. Eligibility requirements may differ for employees who have been on a protected military leave of absence. If employees are unsure whether they qualify, they should contact their HR Manager.

Reasons for Leave

Federal and state laws allow FMLA Leave for various reasons. FMLA Leave may be used for one of the following reasons, in addition to any reason covered by an applicable state family/medical leave law:

- The birth, adoption, or foster care of an employee’s child within 12 months following birth or placement of the child (Bonding Leave);
- To care for an immediate family member (spouse, child, or parent with a serious health condition (Family Care Leave);
- An employee’s inability to work because of a serious health condition (Serious Health Condition Leave);
- A “qualifying exigency,” as defined under the FMLA, arising from a spouse’s, child’s, or parent’s “Covered Active Duty” (as defined below) as a member of the military reserves, National Guard or Armed Forces (Military Emergency Leave); or
- To care for a spouse, child, parent, or next of kin (nearest blood relative) who is a “Covered Servicemember,” as defined below (Military Caregiver Leave).

Definitions

“Child” for purposes of Bonding Leave and Family Care Leave, means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis*, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that Family and Medical Leave is to commence. Child, for purposes of Military Emergency Leave and Military Caregiver Leave, means a biological, adopted, or foster

child, stepchild, legal ward, or a child for whom the person stood *in loco parentis*, and who is of any age.

“Parent” for purposes of this policy, means a biological, adoptive, step or foster father or mother, or any other individual who stood *in loco parentis* to the person. This term does not include parents-in-law. For Military Emergency leave taken to provide care to a parent of a deployed military member, the parent must be incapable of self-care as defined by the FMLA.

“Covered Active Duty” means (a) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (b) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.

“Covered Servicemember” means (a) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform their military duties, or (b) a person who, during the five years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a veteran as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran.

“Spouse” means the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into, or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This includes common law marriage and same sex marriage in places where these marriages are recognized.

Length of Leave

The maximum amount of FMLA Leave will be 12 workweeks in any 12-month period when the leave is taken for: (a) Bonding Leave; (b) Family Care Leave; (c) Serious Health Condition Leave; and/or (d) Military Emergency Leave. However, if both spouses work for Comfort Keepers and are eligible for leave under this policy, the spouses will be limited to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave. The applicable “12-month period” utilized by the Company is a rolling 12-month period measured forward from the date an employee uses their FMLA leave. Under this method the 12-month period is measured from the date the employee first uses any FMLA leave];

The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of 26 workweeks in a single 12-month period. A single 12-

month period begins on the date of the employee's first use of such leave and ends 12 months after that date.

If both spouses work for Comfort Keepers and are eligible for leave under this policy, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Bonding Leave, and/or Family Care Leave taken to care for a parent.

To the extent required by law, some extensions to leave beyond an employee's FMLA entitlement may be granted when the leave is necessitated by an employee's work-related injury or illness or by a disability as defined under the ADA and/or applicable state or municipal law. Certain restrictions on these benefits may apply.

Intermittent or Reduced Schedule Leave

Under some circumstances, employees may take FMLA Leave intermittently, which means taking leave in blocks of time, or by reducing the employee's normal weekly or daily work schedule. An employee may take leave intermittently whenever it is medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

Leave taken intermittently may be taken in increments of no less than two hours increment or the duration of the shift. Employees who take leave intermittently or on a reduced work schedule basis for a planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the Comfort Keepers operations. Please contact the HR Department prior to scheduling planned medical treatment.

Notice and Certification

i. **Bonding, Family Care, Serious Health Condition, and Military Caregiver Leave Requirements**

Employees are required to provide the following:

- When the need for the leave is foreseeable, 30 days advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day);
- When the need for leave is not foreseeable, notice is required as soon as is possible and practical;
- When the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form);
- Periodic recertification (upon request); and
- Periodic reports during the leave.

Certification forms are available from the HR Department. Comfort Keepers may require a second or third medical opinion regarding the employee's own serious health condition or the serious health condition of the employee's family member (at no cost to an employee). In some

cases, we may require a second or third opinion regarding the injury or illness of a Covered Service Member. Employees are expected to cooperate with the Company in obtaining additional medical opinions that we may require.

When leave is for planned medical treatment, employees must try to schedule treatment so as not to unduly disrupt the work schedule. Please contact Comfort Keepers' HR Department prior to scheduling planned medical treatment.

i. Recertification After Grant of Leave

In addition to the requirements listed above, if an employee's Family and Medical Leave is certified, the Company may later require medical recertification in connection with an absence that the employee reports as qualifying for Family and Medical Leave to the fullest extent permitted by law. Comfort Keepers will request recertification if (a) the employee requests an extension of leave; (b) the circumstances of the employee's condition as described by the previous certification change significantly or (c) Comfort Keepers receives information that casts doubt upon the employee's stated reason for the absence. In addition, the Company may request recertification in connection with an absence after six months have passed since the employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by Comfort Keepers will be at the employee's expense.

ii. Military Emergency Leave Requirements

Employees are required to provide the following:

- As much advance notice as is reasonable and practicable under the circumstances;
- A copy of the covered military member's active duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the military member's leave; and
- A completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from the HR Department.

iii. Failure to Provide Certification and to Return from Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If an employee fails to return to work at leave's expiration and has not obtained an extension of the leave, Comfort Keepers will presume that the employee does not plan to return to work and has voluntarily terminated their employment.

Compensation During Leave

FMLA Leave is unpaid. However, if employees have accrued paid time off (paid leave or sick time), they should use accrued vacation and sick leave to cover some or all of the FMLA Leave. The use of paid benefits will not extend the length of a FMLA Leave.

Benefits During Leave

Comfort Keepers will continue making contributions to employee health benefits during their leave on the same terms as if employees had continued to actively work. This means that if employees want their benefits coverage to continue during their leave, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12-workweek period.

The employee's length of employment as of the leave will remain intact, but accrued benefits such as paid leave and sick leave will not accrue while on unpaid FMLA Leave.

Job Reinstatement

Caregivers will be reinstated to the same position they held at the time of the leave, equivalent pay, benefits, and other terms and conditions of employment. However, employees cannot be guaranteed the same client or schedule.

Prior to being allowed to return to work, a caregiver wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee can perform the essential functions of the job as those essential functions relate to the employee's serious health condition. For an employee on intermittent FMLA leave, such a release will be required if reasonable safety concerns exist regarding the employee's ability to perform their duties, based on the serious health condition for which the employee took the intermittent leave.

Confidentiality

Documents relating to medical certifications, recertifications or medical histories of employees or employees' family members will be maintained separately and treated by Comfort Keepers as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid, and safety personnel or government officials.

Fraudulent Use of FMLA Prohibited

An employee who fraudulently obtains Family and Medical Leave from Comfort Keepers is not protected by FMLA's job restoration or maintenance of health benefits provisions. In addition, the Company will take all available appropriate disciplinary action against such employee due to such fraud.

Non-discrimination

Comfort Keepers takes its FMLA obligations very seriously and will not interfere, restrain, or deny the exercise of any rights provided by the FMLA. If an employee believes their FMLA rights have been violated in any way, they should immediately report the matter to HR Department.

Family Military Leave

Eligibility

Comfort Keepers will permit all employees who have worked for the Company for at least 12 months, and for at least 1,250 hours during the 12 month period preceding requested leave, and who is the spouse, parent, child, or grandchild of an active-duty service member called to service for 30 days or longer, to take family military leave under this policy to visit with a spouse or child who has been called into military service beyond 30 days.

Prior to utilizing leave under this policy, eligible employees must exhaust all available accrued paid leave, personal, excluding sick leave when absent to visit with a spouse or child under this policy. Once paid leave is exhausted, leave provided under this policy is unpaid to the extent permitted by applicable law.

Notice and Certification Requirements

Eligible employees taking five or more consecutive days of family military leave under this policy must notify their immediate supervisor and Comfort Keepers Human Resources Department at least 14 days in advance of the expected date when the eligible employee's family military leave will commence. Eligible employees taking fewer than five consecutive days of family military leave must provide their immediate supervisor and Human Resources Department as much advance notice as practicable.

Employees seeking leave under this policy will be required to provide their immediate supervisor and Human Resources Department with proof from the appropriate military authority to verify that the eligible employee's eligibility for family military leave as set out above.

Continued Benefits

Comfort Keepers will continue to provide and permit eligible employees taking family military leave under this policy to continue benefits at their own expense. Comfort Keepers and any eligible employee may negotiate payment arrangements under this policy.

Reinstatement

Comfort Keepers will reinstate eligible employees returning from family military leave under this policy to the same position held prior to taking military family leave; however, company cannot guarantee the same clients or schedules. Comfort Keepers reserves the right to deny any eligible employee's reinstatement of employment with the Company for reasons unrelated to an employee's exercise of family military leave rights set forth herein.

Protected Rights

Comfort Keepers will not tolerate retaliation against any eligible employee for exercising or attempting to exercise rights provided under this policy, including supporting other employees' rights set forth under this policy.

Military Leave

Eligibility

Comfort Keepers will grant employees working in the State of Illinois who are qualified members of the U.S. armed forces, Illinois State Guard, the National Guard of any state or territory regardless of status, Illinois National Guard who have been called to duty in active service, leave necessary to perform active service. Leave under this policy will be unpaid to the

extent permitted by applicable law. Eligible employees may choose to use their accrued vacation while they are performing military duty in lieu of unpaid leave.

For purposes of this policy, “Illinois State Guard” means active or reserve service under the United States armed forces, Coast Guard, National Guard, or State active duty. For purposes of this policy, “State active service” means full-time, state-sponsored military duty under the command and control of Illinois’ Governor and subject to the applicable Illinois Military Code. Also covered under this policy is employees need to take leave for a dental or medical treatment for an illness, condition or injury sustained during active service.

Notice Requirements

Eligible employees seeking leave under this policy must provide their immediate supervisor and HR Department with advance notice of their need for military leave as soon as reasonably practicable prior to the commencement of leave.

Reinstatement

Eligible employees have the same reinstatement and re-employment rights under Illinois law as set forth in the federal Uniformed Services Employment and Reemployment Rights Act (“*USERRA*”).

Full details regarding reemployment are available from the Company’s Human Resource Department.

Protected Rights

Comfort Keepers will not tolerate unlawful discrimination or retaliation against an eligible employee for exercising rights under this policy. The Company will not take any adverse employment action any eligible employee because the eligible employee has taken action to enforce a protection afforded by this policy and applicable state and federal law, testified or otherwise made a statement in connection with a proceeding under applicable state and federal law, assisted or participated in any related investigation, or exercised any right to leave as outlined herein.

School Activities Leave

Eligibility and Qualifying Reasons for Leave

Comfort Keepers will permit employees to take time off to attend their child’s necessary behavioral meetings, academic meetings, and/or school conferences that cannot be scheduled beyond eligible employees’ regularly scheduled work hours.

For purposes of this policy, “child” means the eligible employees biological, foster, or adopted child, stepchild, or legal ward who is enrolled and in attendance of a school. Duration

Eligible employees may take up to eight hours of leave under this policy in any one academic school year. Leave taken may not exceed four hours per day.

Compensation During Leave

Employees are required to use and exhaust any accrued paid leave. Upon exhaustion of such leave, leave permitted under this policy may be unpaid,

Notice Requirements

Employees seeking leave under this policy must provide their immediate supervisor with a request at least seven days prior to taking time off under this policy, or as soon as possible in case of emergency.

Whenever possible, employees should make reasonable efforts to schedule time off under this policy after work hours.

Employees must provide their immediate supervisor with written confirmation from the applicable school administrator, within two days after taking leave, verifying the employee's attendance at their child's school during the time taken off by the employee under this policy. Failure to provide such confirmation may result in disciplinary action and unexcused absences.

Protected Rights

Comfort Keepers will not terminate the employment of or otherwise discriminate against eligible employees for exercising rights to leave to attend a school, behavioral, or academic meetings under this policy. However, eligible employees may be subject to the Company's standard disciplinary procedures if notification requirements are not met.

Emergency Responder Leave

Employees who are volunteer emergency workers will be allowed time off when needed to respond to an emergency call. For purposes of this policy, "volunteer emergency workers" include volunteer firefighters, emergency medical technicians, ambulance drivers and attendants, first responders, volunteers under the Illinois Emergency Management Agency Act ("IEMAA"), and auxiliary public safety officials. Employees will not be terminated for being late to or absent from work for this purpose.

Time off under this policy will be without pay.

Blood and Organ Donor Leave

Comfort Keepers will follow "Illinois' Employee Blood Donation Leave Act". Upon request, eligible employees will be allowed to take one hour of paid leave (every 56 days) to donate or attempt to donate blood. Employees who attempt to donate blood but are unsuccessful (as determined by the blood bank) will still be charged the blood donor leave. Likewise, eligible employees may use up to 10 days of paid leave in any 12-month period to serve as an organ donor.

"Eligible employees" are employees who have been employed by the Company for six months or longer and have obtained company approval for the time off.

Employees will not be required to use accrued or future vacation or sick leave while taking time off to donate blood.

When requesting time off for this purpose, employees must submit documentation of the appointment to donate blood in advance of the appointment. Comfort Keepers will require that employees provide a written statement from the Blood Bank confirming the employees' attendance at the appointment.

Employees who have questions regarding this policy or who feel they have been wrongfully charged leave, denied leave, or denied pay for leave under this policy should promptly notify their immediate supervisor and Human Resources Department.

Jury Duty Leave

Comfort Keepers will grant employees the leave to serve as a juror on any grand or petit jury in the State of Illinois, in response to jury summons. Leave provided under this policy is unpaid

Notice Requirements

Employees seeking leave under this policy must provide their immediate supervisor and Human Resources Department with a copy of their jury summons no later than 10 days after it is issued to the employee by the applicable court.

Protected Rights

Comfort Keepers will not knowingly or intentionally interfere with any employee's jury service. Comfort Keepers will also not discipline, coerce, terminate, or threaten to terminate the employment of, or otherwise penalize eligible employees for exercising rights to leave under this policy, including service as a juror in any Illinois court or because of their attendance or scheduled attendance in connection with such service.

Witness Leave

Comfort Keepers will grant employees, who witness any criminal offense, job-protected leave to testify as a witness and attend any related criminal proceeding in response to a subpoena, provided such court attendance causes the employee's absence from the workplace during regular working hours.

Leave provided under this policy will be unpaid.

Notice Requirements

Comfort Keepers will require employees seeking leave under this policy to provide their direct supervisor with advance notice of their need for leave under this policy. Comfort Keepers will also request a copy of the employee's subpoena to attend any related criminal proceeding.

Protected Rights

Comfort Keepers will not discipline, terminate, or threaten to terminate the employment of employees for exercising rights to witness duty leave under this policy.

Crime Victim Leave

Employees are allowed up to 12 weeks of unpaid leave (depending on the reason for the leave) in any 12-month period to address domestic violence, dating violence, sexual violence, gender

violence, stalking, or any other crime of violence as defined by applicable state law. An employee is eligible for leave under this policy if:

- The employee is the victim of domestic, dating, sexual, or gender violence, stalking, or any other crime of violence; or
- The employee's family or household member is a victim of domestic, dating, sexual, or gender violence, stalking, or any other crime of violence and does not have interests adverse to the employee as it relates to the domestic, dating, sexual, or gender violence, stalking, or other crime of violence.

Employees may use leave available under this policy to do any of the following for themselves, or for a family or household member:

1. Seek medical attention for or recover from physical or psychological injuries caused by domestic, sexual, gender violence, or another crime of violence as defined by applicable state law;
2. Obtain services from a victim services organization;
3. Obtain psychological or other counseling;
4. Participate in safety planning, relocate temporarily or permanently, or take other actions to increase safety from future domestic, sexual, gender violence, or other crimes of violence as defined by applicable state law, or to ensure economic security;
5. Seek legal assistance or remedies to ensure health and safety, including preparing for or participating in any civil, criminal or military legal proceeding relating to or derived from domestic, sexual, gender violence, or other crime of violence as defined by applicable state law;
6. Attend, participate in, or prepare for a court-martial or nonjudicial punishment proceeding pursuant to the Uniform Code of Military Justice relating to or derived from an incident of domestic violence, dating violence, sexual violence, gender violence, stalking, or any criminal violence of which the employee or the employee's family or household member was a victim.
7. attend the funeral or alternative to a funeral/wake of a family or household member who is killed in a crime of violence;
8. make arrangements necessary after the death of a family or household member who is killed in a crime of violence; or
9. grieve the death of a family or household member who is killed in a crime of violence.

Leave may be taken consecutively, intermittently or on a reduced schedule basis.

If applicable, time off under this policy will run concurrently with time off under the federal FMLA.

Employees seeking leave under this policy must provide at least 48 hours' advance notice, unless such notice is impractical. Comfort Keepers will also require employees to periodically report on the status of their circumstances and intent to return to work. Comfort Keepers will require certification that the leave was taken for any of the purposes identified above. Employees must respond to the request for certification within a reasonable period of time and can do so by

providing a sworn statement. Upon obtaining them, the employee must also provide the following:

- Documentation from a victim services organization, attorney, member of the clergy, or medical or other professional from whom the employee or the employee's family or household member has sought assistance;
- A police, military, or court record; or
- Other corroborating evidence.

Comfort Keepers will keep all information pertaining to an employee's request for leave and certification of the need for leave confidential, except in cases where an employee requests or consents in writing to disclosure or federal or state law requires disclosure.

Time off under this policy is unpaid.

Protected Rights

Comfort Keepers will not discriminate, harass, retaliate or tolerate retaliation against employees or applicants for employment because the individual is, or is perceived to be, a victim of crime, request or take leave under this policy. Employees who believe that their rights under this policy have been violated should immediately contact their immediate supervisor Human Resources Department to investigate.

Family Bereavement Leave

Eligible employees will be allowed a maximum of 10 workdays of unpaid bereavement leave in connection with the death of a family member, an unsuccessful pregnancy, adoption or surrogacy, negatively adverse diagnosis affecting pregnancy or fertility, or stillbirth.

“Eligible employees” have the same definition as those under the federal FMLA. To be eligible for leave under this policy, an employee must: (a) have worked for Comfort Keepers for a total of at least 12 months; (b) have worked at least 1,250 hours over the previous 12 months as of the start of the leave. Eligible employees may take leave under this policy for any of the following reasons:

- To attend the funeral (or funeral alternative) of a covered family member;
- To make arrangements necessitated by the death of a covered family member;
- To grieve the death of a covered family member;
- A miscarriage or stillbirth;
- An unsuccessful round of intrauterine insemination or an assisted reproduction technology procedure;
- A failed adoption match or unfinalized adoption because of contestation;
- A failed surrogacy agreement; or
- A diagnosis that negatively impacts pregnancy or fertility.

If employees are unsure whether they qualify, they should contact the Human Resources Department.

Family bereavement leave under this policy must be completed within 60 days after the date on which the eligible employee receives notice of the death of their family member or the date on which any of the qualifying events listed above under occurs. In the event of the death of more than one family member within a 12-month period, an employee may take two weeks of leave per child, up to a total of six weeks of bereavement leave during a 12-month period.

Employees can use available accrued paid leave for family bereavement leave. While family bereavement leave does not run concurrently with the FMLA, employees who have already exhausted their FMLA leave are ineligible for additional leave under this policy.

Notice Requirements

An eligible employee must provide the Company with at least 45 hours' advance notice of the employee's intention to take bereavement leave, unless providing such notice is not reasonable or practicable. The Company may request reasonable documentation from the employee to verify the employee's eligibility for leave under this policy, with the exception of leave requests resulting from a qualifying event related to pregnancy, fertility, adoption, or surrogacy.

Protected Rights

Comfort Keepers will not take any action to retaliate or tolerate retaliation against employees who request or take leave, or support other employees in requesting or taking leave, in accordance with this policy, or report practices which they believe to be in violation of this policy.

Definitions

For purposes of this policy, the following definitions will apply:

- “Family member” is defined as an employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent;
- “Child” is defined as an employee's son or daughter who is a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis*;
- “Domestic partner” is defined as an individual who is recognized as an employee's domestic partner under any domestic partnership or civil union law of a state.
- “Assisted reproduction” is defined as a method of achieving a pregnancy through an artificial insemination or an embryo transfer and includes gamete and embryo donation, specifically excluding a pregnancy through sexual intercourse.

Child Extended Bereavement Leave

Only full-time employees are entitled to use a maximum of 12 weeks of unpaid leave if the employees experience the loss of a child by suicide or homicide. Leave may be taken in a single continuous period or intermittently in increments of no less than 4 hours, but leave must be completed within one year after the employee notifies Comfort Keepers of the loss.

Notice

Comfort Keepers requires reasonable advance notice of the employee's intention to take leave. Eligible employees should provide notice of leave to their immediate supervisor and Human Resources Department.

Documentation

The Company requires reasonable documentation to take leave. Documentation may include a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.

Coordinating with Other Leave

An employee who uses leave under the Child Extended Bereavement Leave Act because of the death of a child may not take leave under the Family Leave Bereavement Act.

Restoration of Rights upon Return

The employment will be reinstated after the leave. An employee will not lose any employment benefit accrued prior to the date on which the leave commenced as a result of taking child extended bereavement leave.

Non-discrimination and Anti-retaliation

Comfort Keepers will not take any adverse action against an employee because the employee exercises rights under the Child Extended Bereavement Act.

Time Off to Vote

Comfort Keepers encourages all employees to fulfill their civic responsibilities and to vote in all public elections. Most employees' schedules provide sufficient time to vote either before or after working hours.

Employees must provide notice of the need for time off prior to Election Day. Notice on the Election Day will not be accepted. Comfort Keepers will require proof of employees' eligibility to vote when the request is made.

WORKPLACE SAFETY AND SECURITY

Biometric Identifier and Information Privacy

Comfort Keepers cooperates with the Illinois Biometric Information Privacy Act, 740 ILCS § 14/1 *et seq.* ("**BIPA**"). Comfort Keepers also complies with the Health Care Worker Background Check Act [225 ILCS 46] and the Health Care Worker Background Check Code (77 Ill. Adm. Code 955) that require all caregivers to be fingerprinted.

All employees with direct client contact are required to complete fingerprints biometrics check in compliance with IDPH procedures regarding the Health Care Worker Registry. Employees are not allowed to provide services to clients pending the outcome of fingerprints. Employees must be deemed "eligible" In IDPH Registry to have direct contact with clients.

Comfort Keepers, therefore, has instituted the following biometric information privacy policy:

Definitions

As used in this policy, biometric data includes "biometric identifiers" and "biometric information" as defined in the BIPA and pertaining to Comfort Keepers:

Biometric identifier means fingerprints scan.

Biometric information means any information, regardless of how it is captured, converted, stored, or shared, based on an employee's biometric identifier used to identify an individual. Biometric information does not include information derived from items or procedures excluded under the definition of biometric identifiers.

All biometric information will be stored electronically and accessible to the HR Department only.

Disclosure and Authorization

Comfort Keepers will notify an applicant or employee of the following:

1. Biometric data of any future employee will be collected as required by the Illinois Health Care Worker Background Check Act (225 ILCS 46).
2. Before fingerprints are collected, a "Health Care Worker Background Check Authorization and Disclosure for Criminal History Records Information Check" form must be completed.
3. As required by the Act, fingerprints will be collected through IDPH-approved livescan vendors, with the results reported electronically to the Illinois Health Care Worker Registry (HCWR).
4. Comfort Keepers HR Department is authorized to access the results of fingerprints in the IDPH Web Portal and verify employment eligibility.

Comfort Keepers will not sell, lease, trade, or otherwise profit from the biometric data of an employee that the Company has in its possession.

Comfort Keepers will not disclose or otherwise disseminate any biometric data to anyone without/unless:

1. First obtaining written employee consent to such disclosure or dissemination;
2. The disclosed data completes a financial transaction requested or authorized by the employee or their legally authorized representative;
3. Disclosure or redisclosure is required by federal or state law or municipal ordinance; or
4. Disclosure is required pursuant to a valid warrant or subpoena issued by a court of competent jurisdiction.
5. Disclosure is required by authorized IDPH or IDOA representatives as part of the compliance audit.

Retention Schedule

Comfort Keepers retain biometric data of an employee for the duration of employment and at least two years after the termination.

Data Storage

Comfort Keepers will use a reasonable standard of care to store, transmit and protect from disclosure any paper or electronic biometric data collected. Storage, transmission and protection from disclosure will be performed in a manner that is the same or more protective than the manner in which the Comfort Keepers stores, transmits and protects from disclosure other confidential and sensitive information, including personal information that can be used to uniquely identify an individual or an individual's account or property, such as genetic markers,

genetic testing information, account numbers, PINs, driver's license numbers and social security numbers.

Workplace Violence

The safety and security of employees is of vital importance to Comfort Keepers; therefore, the Company has adopted a zero-tolerance policy concerning workplace violence. Threats or acts of violence, including intimidation, bullying, physical or mental abuse, and/or coercion—that involve or affect Comfort Keepers employees or that occur on the Company's premises, will not be tolerated.

The prohibition against threats and acts of violence applies to all people involved in the operation of the Company, including, but not limited to, Comfort Keepers employees and other personnel, customers, vendors, visitors, and anyone else on the Company's premises.

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

It is Comfort Keepers' goal to have a workplace free from acts or threats of violence and to respond effectively in the event that such acts or threats of violence do occur.

Workplace violence is any intentional conduct that is sufficiently severe, abusive, or intimidating to cause an individual to reasonably fear for their own personal safety or the safety of their family, friends, and/or property such that employment conditions are altered or a hostile, abusive, or intimidating work environment is created for one or several employees.

Examples of workplace violence include, but are not limited to the following:

- Threats or acts of violence occurring on Company premises, regardless of the relationship between the parties involved in the incident;
- Threats or acts of violence occurring off Company premises involving someone who is acting in the capacity of a representative of Comfort Keepers;
- Threats or acts of violence occurring off Company premises involving an employee if the threats or acts affect the business interests of the Company;
- All threats or acts of violence occurring off Company premises, of which an employee is a victim;
- Threats or acts of violence resulting in the conviction of an employee or agent of Comfort Keepers, under any criminal code provision relating to violence or threats of violence when that act or the conviction adversely affect the legitimate business interests of the Company.

Examples of conduct that may be considered threats or acts of violence under this policy include, but are not limited to:

- Threatening physical contact directed toward another individual;
- Threatening an individual or the individual's family, friends, associates or property with harm;

- The intentional destruction or threat of destruction of Company or another's property;
- Menacing or threatening phone calls;
- Stalking;
- Veiled threats of physical harm or similar intimidation; and/or
- Communicating an endorsement of the inappropriate use of firearms or weapons.

Employees should help maintain a violence-free workplace and are encouraged to immediately report any incident that violates this policy to the immediate supervisor or HR Department.

Gender-Related Violence in the Workplace

Comfort Keepers will not tolerate gender-related violence in the workplace. "Workplace" means the employer's premises, including any building, or any location used by an employee while in the performance of the employee's job duties. "Workplace" includes activities occurring off-premises at employer-sponsored events where an employee is not performing the employee's job duties. Gender-related violence means:

- One or more acts of violence or physical aggression satisfying the elements of battery under the laws of Illinois that are committed, at least in part, on the basis of a person's sex, whether or not those acts have resulted in criminal charges, prosecution, or conviction.
- A physical intrusion or physical invasion of a sexual nature under coercive conditions satisfying the elements of battery under the laws of Illinois, whether or not the act or acts resulted in criminal charges, prosecution, or conviction.
- A threat of an act described above causing a realistic apprehension that the originator of the threat will commit the act.

To help prevent gender-related violence in the workplace Comfort Keepers will provide sexual harassment training per the Illinois Human Rights Act. Comfort Keepers will investigate complaints or reports directly provided to a supervisor or any manager by an employee and take remedial measures in response to the complaints or reports.

Employees who sustain work-related injuries may need time off from work and receive workers' compensation benefits. Employees should consult with Comfort Keepers' Human Resources Department for additional information.

Smoke-Free Workplace

Comfort Keepers prohibits smoking (including the use of electronic smoking devices, e-cigarettes, cigars, pipes, hookahs, etc.) at clients' homes, when visiting any office location, and within 15 feet of any entrance to the workplace.

Employees may report violations of this policy to their immediate supervisor without fear of discipline or retaliation. Violations of this policy may result in disciplinary action up to and including discharge.

Drug-Free Workplace

Comfort Keepers strives to provide a safe environment for employees and others and to minimize the risk of accidents and injuries. Accordingly, each employee has a responsibility to clients and the public to deliver services in a safe and conscientious manner. Continuing research and practical experience have proven that even limited quantities of illegal drugs, abused prescription drugs, or alcohol can impair reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic consequences. Comfort Keepers has adopted a policy that all employees must report to work and remain completely free of illegal drugs, abused or nonprescribed prescription drugs and alcohol.

Drug Use/Distribution/Possession/Impairment

Comfort Keepers strictly prohibits the use, sale, attempted sale, conveyance, distribution, manufacture, purchase, attempted purchase, possession, cultivation, and/or transfer of illegal drugs or other unlawful intoxicants at any time, and in any amount or any manner, regardless of occasion. "Illegal drugs" means all drugs whose use or possession is regulated or prohibited by federal, state, or local law. These include prescription medication that is used in a manner inconsistent with the prescription or for which the individual does not have a valid prescription. Cannabis remains illegal as a matter of federal law and therefore the use of cannabis and cannabis products is prohibited by this policy. Comfort Keepers employees are not allowed to use or possess cannabis or cannabis products at work or during work time or work while impaired.

Included within this prohibition are lawful controlled substances that have been illegally or improperly obtained.

Alcohol Use/Distribution/Possession/Impairment

All employees are prohibited from distributing, dispensing, possessing, or using any beverage or medicine containing alcohol while at work or on duty and from coming onto Comfort Keepers premises, reporting to work, or working with alcohol in their systems. Furthermore, lawful off-duty alcohol use, while generally not prohibited by this policy, must not interfere with an employee's job performance.

Prescription and Over-the-Counter Drugs

This policy does not prohibit the possession and proper use of lawfully prescribed or over-the-counter drugs. However, an employee taking medication should consult with a health care professional or review dosing directions for information about the medication's effect on the employee's ability to work safely and promptly disclose any work restrictions to a supervisor and Human Resources Department. Employees are not required to reveal the name of the medication or the underlying medical condition.

Comfort Keepers reserves the right to take appropriate disciplinary action regarding any employee during the time the employee uses medication that may affect the ability to perform work safely.

Cameras and Video Surveillance

For purposes of workplace safety and security and to prevent theft and other misconduct Comfort Keepers installed video surveillance cameras in all offices. Comfort Keepers may actively monitor, through its surveillance cameras, any areas for safety reasons, confidentiality reasons or any other lawfully permitted purpose.

The surveillance video cameras and any video footage from the surveillance are to be used solely for the purposes of this video surveillance policy.

Visitors

Restricting access to Comfort Keepers' premises helps maintain safety standards, protect against theft, ensure security of equipment, protect confidential information, safeguard employee welfare. For this reason, only authorized visitors are allowed in the workplace and all authorized visitors, including friends, family, and former associates, must register with a receptionist.

Caregivers are not allowed to have any visitors, including family members, at a client's home. This is strictly prohibited.

Motor Vehicle Safety Policy

To ensure safe operation of vehicles, employees are to adhere to the following policy. Failure to do so may result in immediate employment termination.

- a. **Compliance with Applicable Laws.** All employees operating motor vehicles during work hours are expected to comply with all traffic laws. Employees should drive in a courteous manner and at speeds appropriate to the road, traffic, and weather conditions.
- b. **Cell Phone Use / Texting While Driving.** Comfort Keepers prohibits employees from using cellular phones for any reason while driving for work-related purposes. Employees should also be aware that using a handheld electronic communication device for any reason (including watching or streaming video) while driving is a violation of Illinois law, in addition to being a violation of Comfort Keepers policy.
- c. **Safety Belts.** The seatbelt/shoulder harness must be always worn by all occupants of the vehicles. All occupants in the vehicle must be asked to wear the seatbelt/shoulder harness.
- d. **Inspection of Vehicles/Maintenance.** Employees are responsible for inspecting and maintaining their vehicles in good condition. To keep a vehicle safe, maintenance should focus on routine inspections and the condition of critical safety systems, including tires, brakes, fluids, and lights. Vehicles should be kept clean if employees drive with clients.

- e. Intoxication. All employees are expected to be medically and physically fit when operating a vehicle during work hours. Specifically, no employee may be under the influence of drugs or alcohol while operating any vehicle.
- f. Insurance. Employees are to obtain auto insurance to cover the operation of their private vehicles. The policy is to be in accordance with applicable state law. The Illinois law requires all motor vehicles registered and operated in Illinois to be covered by liability insurance that covers property damage and injuries a driver may cause others in a crash. Comfort Keepers recommends having policy limits of at least bodily injury of \$100,000 for each person, \$300,000 in the aggregate and \$25,000 for property damage. Proof of insurance must be submitted at the beginning of employment and at time of each policy renewal or upon request at any other time. Employees must inform Comfort Keepers' HR Department if there is a change of insurance carrier. Employees may not cancel their automobile insurance or lower coverage limits below the required minimums, in whole or in part, while employed by Comfort Keepers in a position requiring the employee to drive clients in their private vehicle. Employees who fail to provide the minimum coverage required will not be allowed to work with clients who have transportation or errands assigned in their plan of care. The auto liability insurance limits are the minimum Comfort Keepers requires employees to maintain, however these limits of protection may or may not be adequate to cover the full extent of auto liability claims made against an employee. Comfort Keepers encourages employees to consult with their agent or insurer about adequate liability protection and physical damage protection for their vehicle and to notify their vehicle insurance providers of possible use of their personal vehicle to drive clients.
- g. Valid Operator's License. All employees operating a vehicle during work hours must have valid driver's license.
- h. Accident Report. Any employee involved in an accident during work hours must report it to their supervisor immediately. Police should be called to the scene of accident, and an employee should submit the report to HR Department. If client was in a vehicle during the accident, it must be reported to Comfort Keepers immediately.
- i. Caregivers are never permitted to ride as passengers in a vehicle with a client.
- j. Employees are prohibited from operating as a ride share vehicle while on schedule with Comfort Keepers.
- k. Coordination with Other Policies. This Motor Vehicle Safety Policy will be coordinated with other Comfort Keepers policies including, but not limited to, the Company's drug and alcohol policy and safety policy.

1. Policy Compliance with Applicable Law. This policy will be interpreted and applied in accordance with applicable law. If at any time, any provision of it is at variance with applicable law, applicable law will govern.

No Solicitation/Distribution of Literature

Comfort Keepers has established the following rules applicable to all employees that govern solicitation, distribution of written material and access to Company property:

- Employees may engage in solicitation activities only during nonworking times. No employee may engage in solicitation during scheduled work time.
- Employees may distribute or circulate any written or printed material only in non-work areas, during non-working times. No employee may distribute or circulate any written or printed material in work areas at any time.

Strict compliance with these rules is required.

As used in this policy, “working time” includes all time for which an employee is paid and/or is scheduled to be performing services for Comfort Keepers.

EMPLOYEE BENEFITS

Benefits Overview

Comfort Keepers recognizes the value of benefits to employees and their families. The company supports employees by offering health, dental and vision benefits. Employees working on average 30 hours or more per week are eligible for benefits after six months of consecutive employment. Upon becoming eligible to participate in insurance plans, employees will receive summary of benefits. Employees will be able to enroll via ESS portal where prices and benefits summary are available for review.

Employees who are enrolled in benefits should maintain 30-hour a week work schedule. Working less hours may result in benefits termination.

If employees are offered benefits, and if a question arises about the nature and extent of plan benefits, they should contact a designated, Comfort Keepers’ benefit-plan administrator.

To receive certain benefits, eligible employees may be required to pay required premiums and other contributions. Employees should contact Comfort Keepers’ benefits administrator for detailed benefits information.

401K Plan

Comfort Keepers recognizes the importance of saving for retirement and offers eligible employees 401(k) plan. To be eligible for 401(k) plan, employees must meet the following criteria:

- Employee must be Active and over 21 years of age.
- Employee must have at least 1 year of service with Comfort Keepers.

- In the past year, employees must have worked at least 1,000 hours.

Please note you will receive the enrollment package when you are eligible for our 401(k) plan. The enrollment is year-round, monthly. Eligible employees may be able to participate in the Company's 401(k) Plan subject to all the terms and conditions of the plan. The components of this plan may change at any time with or without prior notice.

Workers' Compensation

When work-related accidents, injuries or illnesses occur, employees may be eligible for workers' compensation insurance benefits. Comfort Keepers provides a comprehensive workers' compensation insurance program at no cost to employees and in accordance with applicable state law. This program covers most injuries or illnesses, sustained in the course of employment, that require medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits or, if the employee is hospitalized, treatment immediately. Comfort Keepers will not be held liable for payment of workers' compensation benefits for injuries that occur during voluntary participation in any off-duty recreational, social, or athletic activity.

Reporting Work-Related Injury or Illness

Employees who sustain a work-related injury or illness should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. A workers' compensation claim will be initiated. This will enable an eligible employee to get proper care. Injured employees must provide healthcare providers' visits summaries to HR Department. Workers' Compensation agent might contact an injured employee if it's necessary.

Leaves of Absence/Accommodation

Employees who need to take time off from work due to a workers' compensation illness or injury should notify their immediate supervisor. Employees must provide documentation from a health care provider, if time off from work is necessary.

Return to Work

Employees who are ready to return to work following a workers' compensation-related leave of absence must supply a certification from a health care provider confirming the employee's ability to return to work.

Fraud

Comfort Keepers will notify the workers' compensation insurance company if we have reason to believe an employee has supplied false or misleading information in connection with a claim and/or has filed a fraudulent claim. Workers' compensation fraud is a crime and may also be grounds for disciplinary action, up to and including termination of employment.

Employee Referral Program

Comfort Keepers encourages all employees to refer qualified job applicants to the HR Department for available job openings. Employees might be eligible to receive employee referral

awards. When making referrals, instruct the applicant to list the employee's name on their employment application as the referral source. If the referral is hired and completes 90 days of service, works steady schedule then the referring employee is eligible to receive a monetary award. The reward is currently a gross amount of \$100. A referring employee who resigns or is terminated from Comfort Keepers prior to the bonus payment date is not eligible for a referral bonus.

LEAVING THE COMPANY

Separation from Employment

Employees are employed on an at-will basis. Employees may leave Comfort Keepers for a variety of reasons, including on a voluntary or involuntary basis. Regardless of the reason, we strive to ensure that all separations from employment are handled fairly, efficiently, and in compliance with applicable federal and state laws.

Employees who voluntarily leave the Company are encouraged to provide their supervisor with two weeks' written notice to allow a reasonable amount of time to transfer ongoing work. Upon resignation, an employee must return uniforms, and other Company-issued property. No information belonging to the Company can be copied for the employees' use. Employees in good standing, who retire or resign from their positions, may be eligible for re-hire.

Final wages will be paid in accordance with Comfort Keepers policy and applicable law.

References/Verifications of Employment

So that the Comfort Keepers can handle requests for job references in a consistent, fair and lawful manner, all requests for official job references on behalf of the Company should be forwarded to the Comfort Keepers' Human Resources Department. No other Company manager or supervisor is authorized to release references on Comfort Keepers behalf for current or former employees. Comfort Keepers' policy concerning references for former employees is to disclose only the dates of employment and the title of the last position held. If an employee authorizes disclosure in writing, we will also provide a prospective employer with information on the amount of the salary or wage.

Exit Interviews

Before leaving Comfort Keepers, employees may be asked to participate in a voluntary exit interview. This will provide closure to the employee's employment with the Company and will allow Comfort Keepers to ensure that it has resolved various administrative matters, answered any questions about continuation of benefits, and listened to any of the employee's comments or ideas about improving the Company's operations.

SAFETY, HEALTH AND INFECTION CONTROL

Hazards Disaster Plan and Emergency Policies

Disaster procedures might be implemented in case of blizzards, extreme heat, flood, hazardous materials accident etc. In any hazard/disaster situation, employees and clients safety is the highest priority. If a medical emergency arises you are to call 911 and follow their instructions. Otherwise follow these instructions:

- Stop all work immediately
- Contact outside emergency response agencies, if needed
- Remain with the client as you are being evacuated or moved to another location to receive emergency care
- Evacuate client and yourself to safety immediately in life threatening situations
- Remain in contact with Comfort Keepers when and as often as possible
- Appropriate incident reporting forms must be filled out in the office

Medical emergency

A medical emergency is an injury or illness that is acute and poses an immediate threat to a person's life or long-term health. Some conditions that require emergency services for the client are; severe bleeding, seizure, paralysis, vomiting blood or bleeding from the rectum, possible broken bones after fall, slurred speech, persistent pressure or severe pain in the abdomen, difficulty breathing, no pulse or no breathing, chest pain or pressure in the chest, signs of heart attack.

In case of medical emergency 911 has to be called. Caregiver should follow the instructions of the 911 operator until help arrives.

Vehicle emergency

In the case that a Caregiver is in the car by him or herself while running errands for the client during scheduled time and accident occurs, the caregiver should follow the emergency procedure. If medical help is needed due to injuries, call 911 and follow their instructions. Comfort Keepers should be notified as soon as possible about the accident. The Caregiver should be cooperative with providing any documentation regarding accident. Appropriate incident reporting forms must be filled out in the office.

If caregiver's car breaks during work hours and caregiver cannot get to client on time, employee has to notify the office immediately, so a replacement caregiver can be sent to the client. If a client is with the caregiver and the car breaks down or is involved in an accident, the caregiver should notify the office immediately so that alternative transportation can be arranged to get client safely to his or her home.

Whenever it is both safe and appropriate, the employee and client should remain in the car while waiting for roadside assistance. In the case of any injuries during car accident, employee should call 911 and follow the instructions given by the 911 operator. Comfort Keepers should be notified as soon as possible about the accident. The employee should be cooperative, forthcoming and truthful while providing any documentation regarding accident. Appropriate incident reporting forms must be filled out in the office.

Home/Participant Emergency

When at client's home, all employees should follow safety procedures. In the case of a medical emergency while with the client, the employee should call 911 and follow their instructions. In the case of a fire, evacuate the client and yourself from the area immediately and once you have reached a safe place, call 911 to get assistance of the local Fire Department. When the Fire Department arrives, direct the crew to the fire if needed. Do not re-enter the home until directed to do so by the fire department and/or a Police Officer assigned to the scene.

Fire Emergency

When fire is discovered:

- Activate the nearest fire alarm (if installed)
- Notify the local Fire Department by calling 911.

Fight the fire ONLY if:

- The Fire Department has been notified.
- The fire is small and is not spreading to other areas.
- Escaping the area is possible by backing up to the nearest exit.
- The fire extinguisher is in working condition and personnel are trained to use it.

Upon being notified about the fire emergency employees should:

- Leave the building using the designated escape routes.
- Remain outside until the competent authority announces that it is safe to reenter.
- Assist your client to leave the building
- Notify authorities if any other older adults are in the building

Severe Weather and Natural Disasters

Tornado:

When a warning is issued by sirens or other means, seek inside shelter. Consider the following:

- Small interior rooms on the lowest floor and without windows,
- Hallways on the lowest floor away from doors and windows, and
- Rooms constructed with reinforced concrete, brick, or block with no windows.
- Stay away from outside walls and windows.
- Use arms to protect head and neck.
- Remain sheltered until the tornado threat is announced to be over.

Earthquake:

- Stay calm and await instructions from the Emergency Coordinator or the designated official.
- Keep away from overhead fixtures, windows, filing cabinets, and electrical power.
- Assist people with disabilities in finding a safe place.
- Evacuate as instructed by the Emergency Coordinator and/or the designated official.

Flood:

If indoors:

- Be ready to evacuate as directed by the Emergency Coordinator and/or the designated official.
- Follow the recommended primary or secondary evacuation routes.

If outdoors:

- Climb to high ground and stay there.
- Avoid walking or driving through flood water.
- If car stalls, abandon it immediately and climb to a higher ground.

Hurricane:

The nature of a hurricane provides for more warning than other natural and weather disasters. A hurricane watch issued when a hurricane becomes a threat to a coastal area. A hurricane warning is issued when hurricane winds of 74 mph or higher, or a combination of dangerously high water and rough seas, are expected in the area within 24 hours.

Once a hurricane watch has been issued:

- Stay calm and await instructions from the Emergency Coordinator or the designated official.
- Continue to monitor local TV and radio stations for instructions.
- If you are on high ground, away from the coast and plan to stay, secure the building, moving all loose items indoors and boarding up windows and openings.
- Collect drinking water in appropriate containers.

Once a hurricane warning was issued:

- Be ready to evacuate as directed by the Emergency Coordinator and/or the designated official.
- Leave areas that might be affected by storm tide or stream flooding.

During a hurricane:

- Remain indoors and consider the following:
 - Small interior rooms on the lowest floor and without windows,
 - Hallways on the lowest floor away from doors and windows, and
 - Rooms constructed with reinforced concrete, brick, or block with no windows.

If indoors:

- Stay calm and await instructions from the Emergency Coordinator or the designated official.
- Stay indoors!

If there is no heat:

- Close off unneeded rooms or areas.
- Stuff towels or rags in cracks under doors.
- Cover windows at night.
- Eat and drink. Food provides the body with energy and heat. Fluids prevent dehydration.
- Wear layers of loose-fitting, lightweight, warm clothing, if available. If outdoors:
- Find a dry shelter. Cover all exposed parts of the body.

Blizzard:

If stranded in a car or truck:

- Stay in the vehicle!
- Run the motor for about ten minutes each hour. Open the windows a little for fresh air to avoid carbon monoxide poisoning. Make sure the exhaust pipe is not blocked.
- Make yourself visible to rescuers.
- Turn on the dome light at night when running the engine.
- Tie a colored cloth to your antenna or door.
- Raise the hood after the snow stops falling.
- Move to keep blood circulating and to keep warm.

Do not eat snow. It will lower your body temperature. Melt it first.

INFECTION CONTROL, COMMUNICABLE DISEASES AND INFLUENZA

Infection Control

Comfort Keepers administrative and field staff will be trained on the guidelines, regulations, and processes recommended for infection control, recognition of and appropriate reporting of infections, and disposal of waste.

Comfort Keepers will take proactive steps to protect the workplace and employees in the event of an infectious disease outbreak. It is the goal of Comfort Keepers during any such time period to strive to operate effectively and ensure that all essential services are continuously provided and that employees are safe within the workplace.

Comfort Keepers is committed to providing authoritative information about the nature and spread of infectious diseases, including symptoms and signs to watch for, as well as required steps to be taken in the event of an illness or outbreak.

All employees will be asked to cooperate in taking steps to reduce the transmission of infectious diseases in their workplace (i.e., clients' homes).

To limit the spread of infectious diseases, CDC recommends the following:

- frequent hand washing with warm, soapy water
- covering mouth whenever sneezing or coughing
- wearing face masks
- discarding used tissues in wastebaskets
- using alcohol-based hand sanitizers
- avoiding crowded public transportation whenever possible
- staying home when ill. Currently, the Centers for Disease Control and Prevention recommends that people with an infectious illness such as the flu remain at home until at least 24 hours after they are free of fever (100 degrees F or 37.8 degrees C) or signs of a fever without the use of fever-reducing medications.

All employees will be trained annually on infection spread prevention.

Caregivers are required to notify their supervisors if they are sick or if their client is sick. If an employee is running a fever, coughing and sneezing, the employee should stay home. If a client is sick, an employee can work but should wear a face mask for protection.

Gloves should be worn where it is reasonably anticipated that employees will have hand contact with potentially infectious materials, non-intact skin, and mucous membranes. Disposable gloves are not to be washed for re-use. They must be replaced as soon as feasible, if they are torn, punctured, or when their ability to function as a barrier is compromised. Hands must be washed after gloves are removed.

Communicable Diseases

Comfort Keepers' decisions involving persons who have communicable diseases, will be based on current and well-informed medical judgments concerning the disease, the risks of transmitting the illness to others, the symptoms and special circumstances of each individual who has a communicable disease, and a careful weighing of the identified risks and the available alternative for responding to an employee with a communicable disease.

Communicable diseases include, but are not limited to, measles, influenza, viral hepatitis-A (infectious hepatitis), viral hepatitis-B (serum hepatitis), human immunodeficiency virus (HIV infection), AIDS, AIDS-Related Complex (ARC), leprosy, Severe Acute Respiratory Syndrome (SARS), including the SARS-CoV-2 (coronavirus) and tuberculosis. Comfort Keepers may choose to broaden this definition within its best interest and in accordance with information received through the Centers for Disease Control and Prevention (CDC).

Comfort Keepers will not discriminate against any job applicant or employee based on the individual having a communicable disease. Applicants and employees will not be denied access to the workplace solely on the grounds that they have a communicable disease. However, Comfort Keepers reserves the right to exclude a person with a communicable disease from the workplace facilities, programs and functions if the organization finds that, based on a medical determination, such restriction is necessary for the welfare of the person who has the communicable disease and/or the welfare of others within the workplace.

Comfort Keepers will comply with all applicable statutes and regulations that protect the privacy of people who have a communicable disease. Every effort will be made to ensure sufficient safeguards to maintain personal confidence in persons who have communicable diseases.

Bloodborne Pathogens

Comfort Keepers provides a non-medical service to elderly clients. Even though the exposure to blood is very minimal it is not zero. This policy pertains to spills of blood or other body fluids. It is not a first aid/emergency response procedure. This policy is specific to the *clean-up* of such fluids.

In the event of an injury, a cut, resulting in release of blood or other body fluids which could contain pathogens (e.g., HIV or HBV), the following steps should be taken:

- a. Put on protective gloves.
- b. Spread the absorbent material on the spilled body fluids (e.g., paper towels) or use the Emergency First Responder Pack kit located in the medical supply cabinet.
- c. **Neutralize** the potential pathogens with a 10% bleach-with-water solution or use the solution provided in the Emergency First Responder Pack. Cover the spill for 15 minutes.
- d. Use paper towels to pick up material as best possible. Place all potentially contaminated materials in a *leak-proof* plastic bag.
- e. Sweep/mop-up any additional neutralized/absorbed fluids and place in the *leak-proof* bag.
- f. Clean sweep/mop materials with hot, soapy water. Lastly, remove gloves from inside-out and place them in the bag.
- g. Secure the bag and discard it as other trash.

Wash hands thoroughly in hot, soapy water.

All incidents involving blood must be reported to the immediate supervisor. That also includes needle sticks.

Influenza

All employees that have direct contact with clients are annually educated about the significant risks elderly people face when exposed to the influenza virus. To minimize the risk of exposure to the flu virus, all caregivers are encouraged to get flu shots; however, it is a personal choice, and it is not mandated by Helpsource of North Shore, Inc. DBA Comfort Keepers. All employees are required to report health symptoms and exposure to any communicable or infectious disease (TB, Covid-19, seasonal flu, H1N1, HIV/AIDS, MRSA, hepatitis A, B, C, pneumonia etc.) immediately to the office. Diseases listed above are not to be considered an all-inclusive list, and many others may also need reporting. Designated managers from the office will evaluate the situation to determine if conditions will result in the removal of patient or client contact and when a caregiver may resume contact with clients.

The agency will survey employees annually if they will be vaccinated or not.

The influenza training will be conducted as part of pre-hiring training and annual training every year.

Disposal of Waste

Sharps

Contaminated sharps are discarded immediately, or as soon as feasible, in containers that are self-closing, puncture-resistant, leak proof on sides and bottom, and biohazard labeled or color-coded. Caregivers may come across these containers while emptying garbage, changing linen, or doing laundry.

Laundry

Although soiled linen may be contaminated with pathogenic microorganisms, the risk of disease transmission is negligible if it handled and laundered in a manner that avoids transfer of microorganisms to employees, clients, and environment. Rather than rigid rules and regulations, hygienic and commonsense storage and processing of clean and soiled linen is recommended. Caregivers may choose to wear rubber or latex (taking care to note if their client is latex sensitive) gloves while performing this duty.

Housekeeping

Gloves will be worn when cleaning up any surfaces contaminated with body fluids, such as urine, feces, blood, or drainage. Surfaces should be cleaned with a one-part bleach to 10 parts water solution.

The following should be utilized as handouts to assist in informing both the client and caregivers about precautions against infection.

DO(s) and DON'T(s) of Universal or Standard Precautions

1. DO wash your hands with soap, running water, and friction prior to patient contact, immediately following client contact, between patients, and after removing gloves. Wash hands immediately after contact with blood or any body fluids to which Universal or Standard

2. DO wear gloves when coming in contact with blood, and/ or with any body fluids, which Universal/Standard Precautions apply.
3. DO wear gloves when handling contaminated articles; lab specimens, dressings, linen, etc.
4. DO protect yourself from potentially infected materials by wearing gloves if you have any minor cuts, scratches, or dermatitis of the hands.
5. DO wear masks, gowns, and goggles in addition to gloves to protect yourself during procedures which may involve splashing of blood and/or contaminated body fluids.
6. DO prevent injuries from needles, scalpels, and other sharp instruments. **DON'T** recap used needles. **DON'T** bend or break needles. DO Place used disposable syringes, needles, and sharp items into a puncture resistant, leak-proof, closable container.
7. **DON'T** disregard an accidental needle stick or other exposure such as a splash to the eyes or mouth, DO cleanse the exposure site and report the incident, following all of the instructions from Comfort Keepers Management and from medical personnel.
8. DO clean all blood and body fluid spills promptly. Use detergent and water followed by a disinfecting solution of one-part household bleach to 10 parts water.
9. DO dispose of articles (used gloves, dressing, bandages, etc. contaminated with blood or body fluids into a plastic bag. Close the bag tightly, place into a second plastic bag, and discard into a plastic lined trash can.
10. DO treat all linen and clothing soiled with blood or body fluids (to which Standard Precautions apply) as infectious. DO wear gloves and gown when removing such linen or clothing. DO place the soiled articles into a plastic bag and later wash the articles in hot water (160 degrees F) with detergent for 25 minutes.

IDPH AND IDOA SPECIFIC POLICIES AND PROCEDURES

Qualifications and requirements for homecare aid (HCA) home services workers (caregivers)

Comfort Keepers will ensure and maintain documentation in the employee file that all persons employed or providing services as an in-home services worker, and who are not otherwise licensed, certified or registered in accordance with Illinois law to render such care, comply with the following conditions:

- Does not have a disqualifying background check under the requirements of the Health Care Worker Background Check Act, without a waiver;
- Caregiver has to provide documents required in Form I-9, Employment Eligibility Verification. It cannot be specified which document (s) will be accepted.
- Employees who will help with grocery shopping and errands are required to provide a valid driver's license and car insurance
- High school diploma, or GED, one-year documented prior supervised home services worker direct service work experience, two recommendation letters (elder or childcare)
- Be in good physical health and fit to perform caregiving duties
- Demonstrate a caring attitude towards elderly people
- Ability to follow oral and written directions

Comfort Keepers will provide a minimum of ten (10) hours of training for each home services worker. At least five (5) hours of training will be provided prior to the home services worker's

first assignment, and the remaining five (5) hours will be provided within the worker's first 30 days after employment. Home services workers serving CCP clients will have 24 hours prior to employment training and 12 hours continuing training a year. The training will include: Comfort Keepers will keep proof of a competency evaluation conducted or proof that the worker has successfully completed a training program at another licensed home services agency within the previous year (365 days).

The competency evaluation or proof of prior training at a licensed home services agency within the prior year shall address each of the following subjects:

- The employee's job responsibilities and limitations;
- Communication skills in areas such as with persons who are hard of hearing, have dementia, or have other special needs;
- Observation, reporting and documentation of client status and the service furnished, including changes in functional ability and mental status demonstrated by the client;
- Performance of personal care tasks for clients, including bathing; skin care; hair care; nail care; mouth care; shaving; dressing; feeding; assistance with ambulation; exercise and transfers; positioning; toileting; and medication reminding;
- Performance of ability to assist in the use of specific adaptive equipment, such as a mechanical lifting device, if the worker will be working with clients who use the device;
- Basic hygiene and basic infection control practices;
- Maintenance of a clean, safe and healthy environment;
- Basic personal and environmental safety precautions;
- Recognizing emergencies and knowledge of emergency procedures, including basic first aid and implementation of a client's emergency preparedness plan;
- Confidentiality of client personal, financial and health information;
- Behaviors that would constitute abuse or neglect and the legal prohibitions against such behaviors, as well as knowledge and understanding of abuse and neglect prevention and reporting requirements; and
- Any other task that the agency may choose to have the worker perform.

All home services workers will complete a minimum of 12 (twelve) hours of training during each year of employment based on either a calendar year or an anniversary date basis, whichever is selected by the agency. The initial eight hours of training required in subsection (c) of this Section shall satisfy the annual training requirement for the home services worker's first year of employment. The annual training can include self-study courses with demonstration of learned concepts that are applicable to the employees' responsibilities. Training will include:

- Promoting client dignity, independence, self-determination, privacy, choice and rights;
- Disaster procedures;
- Hygiene and infection control; and
- Abuse and neglect prevention and reporting requirements.
- Activities of daily living related to application of simple bandages, ambulation, bathing, application of compression stockings, feeding, application of prescription shampoo, nail care, client positioning, transfer of clients, and oxygen delivery systems (for home service workers assigned to work with clients who require oxygen delivery support

All training will be documented with the date of the training; start and end times; instructors and their qualifications; short description of content.

Homecare Aides of Choice for Medicaid Participants

Comfort Keepers will hire qualified applicants to work with elderly clients. Employees who are not related to clients or had not known clients before the start of services, are considered “traditional HCAs”.

IDOA also allows you to hire “preferred HCAs” and “HCA of Choice”. Comfort Keepers will take advantage of this opportunity and will hire both preferred and HCA of choice.

- “**Preferred HCA**” means an individual chosen by the participant and employed by Comfort Keepers to provide care for the participant.
- “**HCA of Choice**” means legally responsible individuals (LRIs), relatives and legal guardians, and family home care aides known and chosen by a participant and hired by Comfort Keepers to provide in-home services to the participant. HCA of Choice cannot serve as a participant’s authorized representative or sign CCP paperwork (agreement, consent form or PCPOC).
- “**LRI**” means an individual chosen by the participant to provide paid in-home services who has a legal duty to provide care for the participant. This includes a participant’s “spouse,” power of attorney (medical, legal, or financial), or representational payee. LRIs may provide in-home services as indicated by the participant’s comprehensive assessment and person-centered plan of care (PCPOC) only when the CCU/MCO determines that the required care is considered “extraordinary” in nature.
- “**Legal guardian**” means an individual appointed by a court to act in the best interest of the client. A legal guardian can be chosen by the participant and hired by Comfort Keepers to provide home care.
- “**Relative**” or “**Family HCA**” means a relative or family member chosen by the participant and hired by Comfort Keepers to provide homecare services. The “Family HCA” does not have a legal duty to provide care for the participant.

Regardless of the category of HCA, all employees must pass the background checks, meet the qualifications, and complete the training requirements. Once the HCA of choice is hired, Comfort Keepers will inform the CCU. Comfort Keepers can onboard an HCA of Choice before receiving the PCPOC (Person-Centered Plan of Care); however, the HCA of Choice cannot start working for the participant until all CCP documentation is complete. All HCA of choice will be introduced in the IDOA TTP (training tracking portal) as HCA of choice to ensure proper supervision.

Additional Oversight of HCA of Choice (LRI, legal guardian, FHCA, relative)

Traditional HCAs and Preferred HCAs *are not subject* to the additional monitoring required for HCA of Choice. Comfort Keepers will schedule semi-annual supervisory visits at every client’s location for traditional and preferred HCA. Employees don’t have to be present during the visit. The visit will be scheduled ahead of time at the client’s convenience.

Comfort Keepers will follow the IDOA oversight requirements for HCA of Choice that are listed below.

1. Comfort Keepers designated supervisors will perform announced and/or unannounced quarterly in-person home visits to ensure the HCA of Choice is following the PCPOC. Unannounced visits are preferred; however, announced visits are allowed in situations where the supervisor has safety concerns or if the supervisor determines it to be in the best interest of the participant.
2. Quarterly conferences will be held with all employees. Quarterly conferences are done over the phone to discuss any issues that HCA might have.
3. Monthly contact with the participant during scheduled hours of service (monthly monitoring). Monthly monitoring will be made by phone calls to participants during scheduled service hours. The supervisor will request to talk to the HCA of choice to confirm the provision of services. In-person monthly monitoring might be warranted as a result of a missed clock-in or other abnormality discovered when reviewing EVV data. Those visits will be unannounced during scheduled service hours.

To ensure adequate supervision of HCAs of Choice who work evening hours, supervisors will be available to complete the required oversight of those HCAs of Choice.

Scope of Service and Description of Tasks

1. Companionship/Homemaking:

Provides general attention to their client's non-medical needs in accordance with an established Plan of Care. Provides companionship for the client including, but not limited to talking and listening, reading aloud, providing social and emotional support. Promotes client's mental alertness through involvement in activities of interest. Provides emotional support and promotes a sense of well-being.

Provides a clean, safe, and healthy environment for clients. Provides light housekeeping tasks including vacuuming, dusting, sweeping, and mopping floors, cleaning bathrooms to include sinks, showers, tubs and toilet, cleaning kitchens, sinks appliances, counters, taking out the trash, straightening rooms, organizing closets and drawers. Laundering of client's garments and linens can be done either at client's home or the Laundromat and includes washing, drying, ironing, and putting things away.

May prepare and serve meals as directed. Ensure that dishes are washed, and the kitchen is clean after each meal. Grocery shopping with or without client accompanying; running errands such as picking up prescriptions, going to the post office, etc. Preferably, a caregiver should take a client's grocery shopping whenever possible. This would allow a client to handle the money. If a caregiver has to handle the client's money, checks, or credit card in order to do grocery shopping or run errands, a copy of the receipt should be sent to the office and kept in the client's file.

Original receipts should be given to the client for their personal records.

Assist client in completing necessary phone calls, writing, accompanying client on walks, community trips, doctor's office appointments, bank, beauty salons, etc.

Home services workers observe and report any changes in the client's mental, physical, or emotional condition to immediate supervisor in a timely manner.

2. Assistance with activities of daily living and personal care that include:

Skin Care: A home services worker may perform general skin care assistance. Except for the application of simple bandages as first aid, skin care may be performed by a home services worker only when skin is unbroken, and when any chronic skin problems are not active. The skin care provided by a home services worker shall be preventative rather than therapeutic in nature and may include the application of non-medicated lotions and solutions, or of lotions and solutions not requiring a prescription from a health care professional. Skilled skin care shall be provided only by an agency licensed as a home health or home nursing services agency. Skilled skin care includes wound care, dressing changes, application of prescription medications, skilled observation, and reporting.

- i) The client or client's representative shall be able to provide ongoing feedback and advocate for their needs, including indications of potential harm and discomfort, to the home services worker.
- ii) The home services worker will complete a training in first aid for a lay person
- iii) The competency evaluation of a home services worker's ability to employ the methods required to implement first aid effectively and safely will be conducted

Ambulation: A home services worker may assist clients with ambulation. Clients in the process of being trained to use adaptive equipment for ambulation, such as walkers, canes, or wheelchairs, require supervision by an agency licensed to provide home health or home nursing services during the period of training. Once the prescribing individual or the health care provider responsible for training the client is comfortable with releasing the client to work on his or her own with the adaptive equipment, a home services worker may assist with ambulation.

- i) The client or client's representative should be able to provide ongoing feedback to the worker, including indication of potential harm or discomfort, and advocate for their needs;
- ii) A home services worker will complete training in the methods required to assist clients with adaptive equipment for ambulation
- iii) The agency will conduct a competency evaluation of the worker's ability to employ the methods required to assist those clients who require the use of adaptive equipment for ambulation effectively and safely.

Bathing: A home services worker may assist clients with bathing. When a client has skilled skin care needs or skilled dressings that will need attention before, during, or after bathing, the client shall be in the care of an agency licensed as a home health agency or a home nursing agency to meet those specific needs. Home services workers may assist individuals in all types of bathing (e.g., tub, shower, sponge, bed) only if the following requirements are met:

- i) A client or client's representative are able to provide ongoing feedback to the worker, including indication of potential harm and discomfort, and advocate for their needs;
- ii) A home services worker will complete training in the particular method required to perform the client-specific bath, including the observation of indications of potential harm or discomfort
- iii) The agency will conduct a competency evaluation of a home services worker's ability to the methods required to perform the bath before the assignment annually.

Dressing: A home services worker may assist a client with dressing. This may include assistance with ordinary clothing and application of support stockings of the type that can be purchased without a prescription from a health care professional. A home services worker may not assist with applying an elastic bandage that can be purchased only with a prescription from a health care professional (the application of which involves wrapping a part of the client's body) or with applying a sequential compression device that can be purchased only with a prescription from a health care professional unless the following requirements are met:

- i) The client's prescribing health care professional has issued an order allowing the home service worker to apply the compression device as a part of daily activities of living;
- ii) The client or client's representative are able to provide ongoing feedback to the home services worker, including indications of potential harm and discomfort;
- iii) The home services worker will complete training in the application of the compression device, including observations of indications of potential harm and discomfort
- iv) The agency will conduct a competency evaluation of workers' ability to employ the methods required to apply the compressional device effectively and safely.

Exercise: A home services worker may assist a client with exercise by encouraging normal body movement, as tolerated. Passive Range of Motion may **not** be performed by a home services worker.

Feeding: A home services worker may provide assistance with feeding when the client can independently swallow and be positioned upright. Assistance by a home services worker does not include the use of any syringes, tube feedings, or intravenous nutrition. Whenever there is a high risk that the client may choke because of the feeding, the client shall be in the care of an agency licensed as a home health or a home nursing agency, to fulfill this function. The home services worker can assist the client by opening a pre-measured thickening product to be added to liquids as per client request and under direct client observation when the following requirements are met:

- i) The client or client's representative shall be able to provide ongoing feedback to the worker including indications of potential harm and discomfort, and advocate for their needs.
- ii) The home services worker will complete training and competency evaluation of worker's ability to employ the methods required to use pre-measured thickening products effectively and safely

Hair Care: As a part of the broader set of services provided to clients who are receiving home services, home services workers may assist clients with the maintenance and appearance of their hair, including shampooing with non-medicated shampoo, drying, combing, and styling. Home services workers may use a shampoo prescribed by the client's health care professional only if the following requirements are met:

- i) the client's prescribing healthcare professional has issued an order allowing the home services worker to apply the prescription shampoo;
- ii) the client or client's representative is able to provide an ongoing feedback to the home services worker including indications of potential harm and discomfort, and advocate for their needs;
- iii) The home services worker will complete training in the methods required to apply prescription shampoo, including the importance of observing any open skin lesions, and shall document and report these to the agency and client's emergency contact;
- iv) The agency will conduct a competency evaluation of the home services worker's ability to employ the methods required to apply prescription shampoo effectively and safely; and
- v) The agency will conduct annual training and competency evaluation for skills to apply and observe clients during shampooing.

Mouth Care: A home services worker may assist in and perform mouth care. This may include denture care and basic oral hygiene, including oral suctioning for mouth care. No mouth care can be performed if the client is unconscious.

Nail Care: A home services worker may assist with nail care. This assistance may include soaking of nails, pushing back cuticles without utensils, and filing nails. Assistance by a home service worker shall not include nail trimming. If a client has a medical condition that might involve peripheral circulatory problems or loss of sensation, a home services worker may file the client's nails only if the following requirements are met:

- i) The client's health care professional has issued an order allowing the worker to file client's nails
- ii) The client or client's representative can provide an ongoing feedback to the home services worker, including indications of potential harm or discomfort, and advocate for their needs;
- iii) The home services worker will complete training in the methods required to assist with nail care, including the importance of observing for and reporting of any potential signs of injury or harm for a client with peripheral circulatory conditions; and required to perform nail care effectively and safely and to observe and report potential signs of injury or harm.
- iv) The agency will conduct a competency evaluation of the home services worker's ability to employ the methods required to perform nail care effectively and safely, and to report potential signs of injury or harm.

Positioning: A home services worker may assist a client with positioning when the client is able to identify the personal care staff, either verbally, non-verbally or through others, when the position needs to be changed. Positioning may include simple alignment in a bed, wheelchair, or other furniture. A home services worker may assist a client with positioning only if the following requirements are met:

- i) The home services worker will complete training in the methods required to monitor and observe verbal and nonverbal indications and cues from the client that re-positioning may be needed, the indications of and procedures for positioning and repositioning of clients, and the importance of following the service plan concerning the client's positioning needs, including, when possible, reminders to clients concerning the importance of repositioning.
- ii) The client or client's representative should be able to provide ongoing feedback (including non-verbal indications and cues) and advocate for their needs, including indications of potential harm or discomfort by the home services worker during any repositioning. If the client representative is present when the position needs to be changed, the client's representative shall be able to assist with the repositioning, either directly or by providing ongoing feedback, including indications of potential harm or discomfort, to the home services worker; and
- iii) The agency shall have conducted a competency evaluation of the home services worker's ability to employ the methods required to perform repositioning effectively and safely as needed.

Shaving: A home services worker may assist a client with shaving only with an electric or a safety razor.

Toileting: A home services worker may assist client to and from the bathroom; provide assistance with bed pans, urinals and commodes; provide peri care; or change clothing and pads of any kind used for the care of incontinence; empty or change external urine collection devices, such as catheter bags or suprapubic catheter bags, the insertion and removal of catheters and care of external catheters is considered skilled care and shall not be performed by a home services worker. A home services worker may empty ostomy bags and help with other client-directed ostomy care only when there is no need for skilled skin care or for observation or reporting to a nurse. A home services worker cannot perform digital stimulation, insert suppositories, or give an enema.

Transfers. A home services worker may assist with transfers, transfers using adaptive equipment (e.g., wheelchairs, tub seats, and grab bars), transfers using safety equipment (e.g., gait belts), and transfers using a mechanical or electrical transfer device only when the client has sufficient balance and strength to reliably stand and pivot and assist with the transfer either directly or by providing ongoing feedback, including indications of potential harm or discomfort, to the home services worker through either verbal or non-verbal indications and cues, and the following conditions are met:

- i) The client or client's representative can provide ongoing feedback to the home services worker, including indications of potential harm or discomfort through either verbal or nonverbal indications and cues, and advocate for their needs;
- ii) The home services worker will complete training in transfer techniques and any client-specific adaptive equipment, safety equipment, and mechanical or electrical transfer devices;
- iii) The agency will conduct a competency evaluation of the home services worker's ability to employ the methods required to perform transfers effectively and safely, including any adaptive equipment, safety equipment, and mechanical or electrical transfer devices.

Medication Reminders: A home services worker may assist a client with medication reminding only when medications have been pre-selected by the client, a family member, a nurse, or a pharmacist and stored in containers other than prescription bottles, such as medication minders. The containers shall be clearly marked as today and time of dosage. Medication reminding includes inquiries as to whether medications were taken, verbal prompting to take medications, handing the appropriately marked medication minder container to the client, and opening the appropriately marked medication minder container for the client if the client is physically unable to open the container. These limitations apply to all prescriptions and all over-the-counter medications. The home services worker is not allowed to perform or provide medication setup for a client. The home services worker shall immediately report to the supervisor any irregularities noted in the preselected medications, such as medications taken too often or not often enough, or not at the correct time as identified in the written instructions.

Respiratory Care: A home services worker shall not provide respiratory care except within the limitations as enumerated in this Section. Respiratory care is skilled and includes postural drainage; cupping; adjusting oxygen flow within established parameters; nasal, endotracheal and tracheal suctioning; and turning off or changing tanks. However, a home services worker may temporarily remove and replace a cannula or mask from the client's face for the purpose of shaving or washing a client's face and may provide oral suctioning. A home services worker may assist the client with changing the oxygen delivery system from a stationary system to a portable system as directed by the client and the client's health care professional to enable client transport, or in emergency situations such as loss of electrical power in the client's home (stationary systems are electrically powered devices). For the purposes of this Section, a "stationary system" refers to an oxygen concentrator used for at-home oxygen therapy and is not intended to be fully mobile. For those home services workers that are assigned to clients who require continuous supplemental oxygen therapy, the home services worker may assist the client with changing of the delivery system from stationary to portable only when the following conditions are met:

- i) The home services worker will complete training in switching client-specific oxygen delivery systems from stationary to portable and the risks associated with improper adjustment of O₂ flow rates;
- ii) The agency will conduct a competency evaluation of the home service's workers ability to employ the methods required to change the oxygen delivery system effectively and

safely, including any client-specific equipment; and
iii) A home services agency seeking to have a home services worker assist a client with changing of oxygen delivery systems shall maintain an individual on staff that has been trained and is able to conduct training and administer competency evaluation for any home services worker assisting clients with changing of the delivery system from stationary to portable.

Monitoring Reminder. A home services worker may remind a client to perform client monitoring, including monitoring of heart rate, blood pressure, oxygen saturation, and temperature and weight. The home service agency shall not provide the client and/or family with any service to interpret the data or to take clinical action of the monitoring results. The home services worker may assist the client with the application of the heart rate, blood pressure, and oxygen saturation device and assist the client with recording the device reading.

All home services workers must follow a client's written Plan of Care; record and submit accurate and complete (written in ink) bi-weekly time sheets.

Caring for Pets. IDOA introduced the policy regarding HCAs' responsibilities on caring for participants' pets. Recognizing the value of a pet to the well-being of a client, Comfort Keepers expect that homemakers be required to perform general pet care tasks. These include buying pet food while doing other clients' shopping; putting food and water in pets' bowls; letting an animal in or out of the home (fenced patio or backyard). Tasks that are NOT required include: taking a pet for walks; cleaning after a pet; grooming or trimming the pet; clipping the pet's nails; excessive cleaning up after the pet.

When assigning a homemaker to a client with pets in the home, the supervisor should not send an in-home worker into a home with animals if the worker has allergies to these animals or extreme fear of the animal. In this instance, the worker may still be able to provide services to the client if the animal remains restrained and/or in another room during the provision of services.

Seclusion and Restraint Practices. Comfort Keepers prohibit the use of seclusion and/or restraint against workers/clients. Comfort Keepers employees do not receive training in restraint and seclusion practices. Any prior training or knowledge regarding the use of restraints, take-downs techniques or seclusions will be disregarded and never put into use by the Caregivers and staff of Comfort Keepers, while caring for our clients.

3. Home services workers shall not act in the following capacities:

Provide skilled personal care services.

Become or act as a Power of Attorney.

Be involved in any financial transactions of the client outside of contracted services. In such cases, the home services worker shall follow agency policies (all receipts for items purchased should be secured, and both client and worker's signatures should document those expenditures). Other actions prohibited by State laws or Comfort Keepers policies.

IDOA Marketing and Recruiting Limitation Policy

The purpose of this policy is to provide clarification regarding limitations on marketing and recruiting activities by home care agencies, per IDOA.

Comfort Keepers employees will not engage in marketing and recruiting activities that will impact the rights and ability of any client to have freedom of choice in selecting an authorized provider in his or her geographic area of residence under the CCP or MCO. Comfort Keepers

will not begin services for an individual, until the agency receives completed paperwork for approved services.

This policy applies to all employees, including HCA, supervisors, and managers. Comfort Keepers will comply with the following limitations regarding marketing and recruiting activities:

1. If a client requests a change in a provider, the client or an authorized representative is required to contact the CCU or another IDOA contracted agency. Comfort Keepers' employees will not influence the decision.
2. Staff of Comfort Keepers will not engage in marketing or recruitment activities at any IDOA contracted entity's building or property
3. Marketing or recruiting materials will not name any IDOA contracted entity.
4. Staff of Comfort Keepers will not provide any misleading or incorrect information regarding the transfer process or provision of services.
5. Comfort Keepers will not recruit employees from other agencies and will not offer any bonuses and encourage them to transfer clients with them. Supervisors will not encourage clients to request a change of agency and follow them to a new provider.
6. Comfort Keepers will keep all participants' information confidential and will not use any information to market and obtain more participants.

Client Complaint/Grievance Policy

Complaints from Comfort Keepers' clients may be received in a variety of forms, such as a phone call to the office, a letter or note from the client or family, or a message delivered by the caregiver.

Comfort Keepers' management will respond to all such complaints, making every effort to reach a resolution that meets the client's satisfaction. It is the desire and intent of Comfort Keepers to provide the best possible care for each of our clients, and to treat them as if they were a member of our own family.

Procedure:

1. When a client's complaint is received by the Comfort Keepers office, the information, with as much detail as possible, will be captured and logged into the client's file.
2. The same information will be placed in the employee or caregiver file, if appropriate.
3. The information will be communicated to the Care Coordinator or designee.
4. The Care Coordinator will investigate the complaint immediately upon receiving the incident report and then strive to complete write-up and make corresponding follow-up appointments and calls as needed, within (10) ten calendar days. All incidents are to be reported directly to the General Manager and/or the Operations Manager. Together they will reach a resolution of the complaint and will advise the client either verbally or in writing of the planned solution within (30) thirty calendar days after the agency receives the complaint.
5. The Care Coordinator will then monitor the client/caregiver's situation over the following (30) thirty days to ensure that the issue has been satisfactorily resolved and that the client and/or family are satisfied.

Grievance Procedure:

Any concerns, complaints or questions will be resolved as follows:

1. A client, relative, POA can call the office at (847) 215-8550. This number will be answered on weekends and after office hours.
2. If the issue is not resolved by a Case Manager or a Supervisor, contact the VP of Operations at (847) 215-8550.
3. By mail or in person at 1400 E Lake Cook Rd, Ste 110, Buffalo Grove, IL 60089.
4. If the Issue is not resolved by Director, the client or their POA may file a formal complaint with Illinois Department of Public Health, Office of Health Care Regulations, Central Complaint Registry, located at 525 West Jefferson Street, Ground Floor Springfield, IL 62761; fax 217-524-8885, email: dph.ccr@illinois.gov
5. Any complaints reported by private pay clients (PPY) or their family members will be reported to Rani Harms or Andrea Kowalenko; emails: rani.harms@illinois.gov and andrea.kowalenko@illinois.gov
6. Central Complaint Registry Hotline – 800-252-4343; TTY for the Hearing Impaired Only- 800-547-0466.

Reporting actual or suspected abuse, neglect, exploitation, and self-neglect to APS (Adult Protective Services).

Comfort Keepers is a diligent and responsible company that recognizes that there are sometimes instances of workplace violence, harassment, or abuse. Comfort Keepers requires all staff to be responsible and aware of their workplace environment, taking care to note if any person or situation is suspicious or not consistent with normal business processes or is in any way causing harm to clients, employees or the public at large. It is imperative to be sensitive to any situation that may be obvious or suspected, that may jeopardize a client's right to considerate, humane treatment and to be free of abuse, neglect and/or exploitation that may be physical, mental, emotional or verbal in nature. Employees of Comfort Keepers are to attend mandatory annual training sessions with regard to Abuse and Neglect Prevention.

All Comfort Keepers employees are obligated to report all conditions or circumstances that place the caregiver/client, or the caregiver/client's household in imminent danger, within 24 hours of said incident occurring.

Comfort Keepers is mandated to report any suspected or actual abuse, neglect or exploitation of elderly will be reported to the Adult Protective Service. As soon as any of the Comfort Keepers supervisors become aware of abuse, they will take the following steps: report it to the Branch Manager and make a report to the APS. The APS main phone number is answered 24/7. APS will require the following information:

- The alleged victim's name, address, telephone number, sex, age, and general condition.
- The alleged abuser's name, sex, age, relationship to victim and condition.
- The circumstances which lead the reporter to believe that the adult age 60 or older or person with disabilities age 18-59 is being abused, neglected, or financially exploited, with as much specificity as possible.
- Whether the alleged victim is in immediate danger, the best time to contact the person, if he or she knows of the report, and if there is any danger to the case worker going out to investigate.
- Whether the reporter believes the client could make a report themselves.

- The name, telephone number, and profession of the reporter.
- The names of others with information about the situation.
- If the reporter is willing to be contacted again; and,
- Any other relevant information.

If the abuse or neglect is alleged to be a result of actions by an employee of Comfort Keepers, we will immediately remove the alleged perpetrator from direct contact with clients and investigate the allegation.

In cases of allegations of abuse or neglect by an employee, the agency will investigate and develop a written report of the findings of the investigation within 14 days after the initial report. The agency will send the written report of the investigation to the Department within 24 hours after completion of the investigation and will maintain a copy of the report on the agency's premises 12 months after the date of the report.

The written report of the investigation conducted will contain at least the following:

- 1) Dates, times and description of alleged abuse, neglect or financial exploitation.
- 2) Description of injury or abuse to the client.
- 3) Any actions taken by Comfort Keepers
- 4) Statements of any witnesses.

Comfort Keepers will report any alleged or confirmed form of abuse or neglect to:

- IDPH. For privately paying clients, the complaint will be filed directly to Rani Harms at raniharms@illinois.gov and to Andrea Kowalenko at andreakowalenko@illinois.gov
- IDOA, CCU. The complaint will be reported as a “critical event” directly on the IDOA portal.
- MCO, DHS, VA and any other providers – Case Worker and APS will be notified.
- All cases of alleged or actual abuse, exploitation, or negligence will be recorded in a complaint log.

The agency will immediately contact local law enforcement authorities (e.g., telephoning 911 where available) in the following situations:

- Physical abuse involving physical injury inflicted on a patient and/or client by a staff member.
- Sexual abuse of a patient and/or client, by a staff member.
- When a crime has been committed in the patient and/or client's home by a person other than the patient or client.
- When a patient or client's death has occurred other than by disease processes; or
- When an allegation of physical abuse, sexual abuse or crime has been reported, or when death (other than by disease or natural causes) has occurred to a patient and/or client.

To prevent and minimize the occurrence of any type of abuse, all supervisors and home care workers will participate in pre-hiring and annual training on abuse, neglect and financial exploitation prevention and reporting. Additional sexual harassment, prevention and reporting training will be conducted in accordance with the applicable laws.

All complaints will be also recorded in the complaint log.

Loss and Damage Policy

Comfort Keepers agrees to hold harmless IDOA, DHS and HSP against all liability, loss, damage, cost or expense arising from wrongful or negligent acts of the agency or its employees. The following insurances will be purchased and kept on file:

1. Commercial General Liability Insurance with \$1,000,000 per occurrence and general aggregate \$3,000,000
2. Automobile Liability Insurance in the amounts of at least \$15,000 per person bodily injury, \$30,000 minimum per occurrence, and \$10,000 in property damage per occurrence, if the employee transports customers/clients
3. Professional Liability Insurance for all office locations
4. Cyber Security Insurance for all office locations
5. Workers' Compensation
6. Additionally, abuse coverage and theft of client property.

Reporting loss or damage.

1. All employees are required to immediately report any incidents or accidents that resulted in bodily harm or property damage. They should report it to their supervisor, the HR Manager. If loss or damage happened after office hours or on the weekend, an employee has to notify the on-call Manager. The initial report will be done via phone and will follow up with an in-person meeting with the Supervisor and the HR Manager. A copy of the report will be signed by all parties. Warning or employment termination might be issued if necessary.
2. A detailed report will be generated to ensure that all the facts are provided and available for future reference. In case of injury, an employee will be advised to talk to the Company's Nurse from the workers' compensation insurance or to seek medical assistance. An initial injury report will be filed with the workers' compensation. Comfort Keepers' HR Manager will work with the Adjustor until the claim is closed.
3. If a client is injured due to the wrongful or negligent act of a homemaker, an APS report will be filed and the referring agency will be notified (CCU, MCO, DHS, IDOA, IDPH, etc.). Comfort Keepers will work and cooperate with local authorities.
4. Property Damage. In case of property damage, we will work with a client and family to file a claim with liability insurance, so the cost of damaged prop is covered.

ACCOMODATIONS

Disability Accommodations

Comfort Keepers is committed to the fair and equal employment of individuals with disabilities under the ADA. It is Comfort Keepers' policy to provide reasonable accommodation for qualified individuals with disabilities unless the accommodation imposes an undue hardship on the company. Comfort Keepers prohibit any harassment of, or discriminatory treatment of, employees based on a disability or because an employee has requested reasonable accommodation.

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, Comfort Keepers will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result. Any employee who requires accommodation to perform the essential functions of their job, enjoys an equal employment opportunity, and/or obtains equal job benefits should contact the Company's Human Resources Department to request such accommodation. Human Resources will communicate with the employees and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation(s) may be appropriate. In some cases, this interactive process may be triggered without a request from the employee, such as when the Company receives notice from its own observation or another source that medical impairment may be impacting the employee's ability to perform essential job functions.

Comfort Keepers also complies with Illinois law, which ensures equal employment opportunities for individuals associated with someone with a disability as well as individuals with a disability. The Company will make reasonable accommodation for qualifying individuals who are applicants or employees, unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result. Any employee who requires such accommodation should contact the Company's Human Resources Department to request such accommodation. Human Resources will communicate with an employee and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation(s) may be appropriate.

Employees who believe they need accommodation must specify, preferably in writing, what barriers or limitations prompted the request. Comfort Keepers will evaluate information obtained from the employee, and possibly the employee's health care provider or another appropriate health care provider, regarding any reported or apparent barriers or limitations, and will then work with the employee to identify possible accommodation, if any, that will help to eliminate or otherwise address the barrier(s) or limitation(s). If the identified accommodation is reasonable and will not impose undue hardship on the Company and/or a direct threat to the health and/or safety of the individual or others, Comfort Keepers will generally make the accommodation, or it may propose another reasonable accommodation which may also be effective. Employees are required to cooperate with this process by providing all necessary documentation supporting the need for accommodation and being willing to consider alternative accommodation when applicable.

Comfort Keepers will also consider requests for reasonable accommodation for medical conditions related to pregnancy, childbirth, and lactation as set forth in the Company's Reasonable Accommodation for Pregnancy, Childbirth, and Related Medical Conditions as well as Lactation Accommodation policies below, where supported by medical documentation, and/or as required by applicable federal, state, or municipal law.

Employees who wish to request unpaid time away from work to accommodate a disability should speak to the Company's Human Resources Department.

Pregnancy, Childbirth and Related Medical Conditions

Any employee affected by pregnancy, childbirth, or a related medical condition who requires accommodation to perform the essential functions of their job, enjoy an equal employment opportunity, and/or obtain equal job benefits should contact Comfort Keepers' Human Resources Department to request such accommodation. Human Resources will communicate with the employee and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation(s) may be appropriate

Employees who believe they need accommodation related to pregnancy, childbirth, or a related medical condition must specify, preferably in writing, what barriers or limitations prompted the request. Comfort Keepers will evaluate information obtained from the employee, and/or the employee's health care provider or another appropriate health care provider, regarding any reported or apparent barriers or limitations, and will then work with the employee to identify possible accommodations, if any, that will help to eliminate or otherwise address the barrier(s) or limitation(s). If an identified accommodation is reasonable and will not impose undue hardship on the Company and/or a direct threat to the health and/or safety of the individual or others, the Company will generally make the accommodation, or it may propose another reasonable accommodation which may also be effective. Employees are required to cooperate with this process by providing all necessary documentation supporting the need for accommodation and being willing to consider alternative accommodation when applicable.

The Company will not require any eligible employee to accept accommodation other than any reasonable accommodation provided through the interactive process outlined above or require such employee to utilize paid or unpaid leave when another reasonable accommodation can be provided. Comfort Keepers will further take no action to discriminate or retaliate against an employee affected by pregnancy, childbirth, or related medical condition with respect to the terms, conditions, or privileges of employment for requesting an accommodation, making a charge, testifying, assisting, or participating in any manner in an investigation, proceeding, or hearing provided under applicable law.

Illinois Pregnancy Accommodation

Eligibility

Upon request, Comfort Keepers will grant all applicants for employment with the Company and employees working in the State of Illinois, including all non-exempt, exempt, part-time, full-time, and/or probationary employees, reasonable accommodation for any medical or common conditions related to the applicant's or eligible employee's pregnancy or childbirth, unless such accommodation would otherwise impose an undue hardship on the Company's business operations or is otherwise prohibited by applicable law.

For purposes of this policy "related medical conditions" means any physical or mental impairments, features, conditions, or attributes that develop due to pregnancy or childbirth, including but not limited to the following: headaches, cramping, nausea, backaches, morning sickness, sleeplessness, fatigue, frequent urination, physical imbalance, lifting impairments, lactation, gestational diabetes, preeclampsia, post-partum depression, ectopic pregnancy, miscarriage, hypothyroidism, toxoplasmosis, or swollen feet, ankles, or fingers. Related medical

conditions need not constitute a disability under applicable state law and may be transitory in nature.

For purposes of this policy, “undue hardship” means any action that requires significant disruption to the Company’s business operations or expense on the part of the Company, with consideration of the following: (a) the nature and cost of the needed accommodation; (b) the overall financial resources of the affected Company facility or facilities, including the number of individuals employed at such facilities, the effect on expenses and resources, and impact of the facilities’ operations; (c) the overall financial resources of the Company, including the size of the Company with respect to its workforce and number, type, and location of its facilities; (d) the type of operations of the Company, including composition, structure, and functions of the workforce, geographic separateness, and administrative and fiscal relationship between impacted facilities and the Company; and (e) the effect of any requested accommodation on expenses and resources of the Company.

Reasonable Accommodations

For purposes of this policy, “reasonable accommodations” may include, but is not limited to, the following:

- Providing more frequent, flexible, or longer breaks from work duties.
- Lactation accommodations, including the provision of a private place, other than a bathroom stall, for the purpose of expressing milk.
- Assigning employees light-duty tasks, where available.
- Temporarily transferring eligible employees to a less hazardous or strenuous position.
- Job restructuring.
- Providing applicants and/or eligible employees unpaid time off, or the opportunity to use and exhaust accrued paid leave for pregnancy complications, childbirth recovery, or related medical conditions; or
- Adjusting or modifying examinations, training materials, policies, and procedures for job applications.

The Company will also not require an eligible employee to take leave under any applicable leave law or Company policy in circumstances where another reasonable accommodation may be provided to known limitations resulting from pregnancy, childbirth, or any related medical or common conditions.

Employees who seek additional information regarding reasonable accommodation under this policy should contact Human Resources Department.

Notice Requirements and Interactive Process

Eligible employees and applicants for employment with Comfort Keepers seeking reasonable accommodation under this policy must provide Comfort Keepers’ Human Resources Department with reasonable advance notice of request for accommodation.

Upon receipt of any request for accommodation, Comfort Keepers will engage in a good faith interactive process with the requesting eligible employee or applicant for employment with the

Company to determine whether the requested reasonable accommodations can be implemented, enabling the requesting eligible employee or applicant to effectively perform the essential duties of the applicable role with the Company.

Certification Requirements

Comfort Keepers will request from eligible employees or applicants seeking reasonable accommodation under this policy to provide their Human Resources Department with written documentation from their healthcare professional detailing any specific recommended accommodations and the need for the requested accommodation to the same extent documentation is requested for conditions related to disability if job-related and consistent with business necessity. Unless otherwise required by applicable law, such request will only seek medical justification for the requested accommodation, a description of the reasonable accommodation, the date the reasonable accommodation became advisable, and the probable duration of the reasonable accommodation.

Protected Rights

Comfort Keepers will not tolerate unlawful discrimination or harassment against eligible employees or applicants for employment with the Company who make use of pregnancy accommodations under this policy. Company employees working in the State of Illinois and applicants have the right to be free from discrimination related to pregnancy or a condition related to the employee's pregnancy, including the right to reasonable accommodations for conditions related to pregnancy.

Comfort Keepers will not require an eligible employee to accept specific accommodation, or to utilize disability, parental leave, or other leave in circumstances where another reasonable accommodation will enable the employee to perform the essential functions of their position without undue hardship.

The Company will not refuse to offer employment to, hire, or promote, a pregnancy job applicant or applicant with a pregnancy-related condition because of pregnancy or a pregnancy-related condition if the applicant can perform the essential functions of the position with reasonable accommodations.

Comfort Keepers will also take no action discipline, alter the terms, conditions, and privileges of employment, maintain policies excluding employees from employment unless they are physically unable to perform the duties required of them by their position, deny employment opportunities, terminate the employment of, or otherwise retaliate against eligible employees or applicants seeking rights to pregnancy accommodations under this policy.

Eligible employees or applicants for employment with the Company who believe that their rights under this policy have been violated should immediately contact their supervisor or the Company's Human Resources Department to report the same.

Accommodation for Victims of Domestic Violence, Dating Violence, Sexual Violence, Gender Violence, Stalking or Any Other Crime of Violence

Comfort Keepers will provide reasonable accommodations for qualified employees or applicants for employment who are the victim of domestic violence, dating violence, sexual violence

(including sexual assault), or gender violence, any other crime of violence, or who are the family or household member (i.e., spouse, civil union partner, parent, grandparent, son, daughter, grandchild, sibling, or other person related by blood or by present or prior marriage or civil union, other person who shares a relationship through a son or daughter, a person jointly residing in the same household with the employee, or any other person whose close association with the employee is the equivalent of a family relationship as determined by the employee) of such a victim, unless providing the accommodation will impose an undue hardship on the Company's business operations. Accommodation provided under this policy will be made in a timely fashion, and the Company will consider any exigent circumstances or danger facing the employee or applicant, or their family or household member, brought to its attention in determining whether accommodation is reasonable.

Reasonable accommodation may include, but are not limited to, the following adjustments to job structure, the workplace, or a work requirement in response to actual or threatened domestic, sexual or gender violence:

- Reassignment.
- Modified schedule.
- Leave of absence.
- Changed telephone number.
- Assistance in documenting domestic, sexual or gender violence that occurs in the workplace or related settings.

Employees may also be entitled to a leave of absence under the Crime Victim Leave policy set forth in this Illinois Handbook and should consult that policy and or contact the Company's Human Resources Department for additional information.

Comfort Keepers will not discriminate, harass or retaliate against any employee or applicant for employment: (a) because the individual is, or is perceived to be, a victim of domestic, sexual or gender violence or requests a reasonable accommodation in accordance with this policy; or (b) when the workplace is disrupted or threatened by the action of a person that the individual states has committed or threatened to commit domestic, dating, sexual, or gender violence, stalking, or any other crime of violence as defined by applicable state law against the individual or the individual's family or household member.

Employees who have questions about this policy or who wish to request reasonable accommodation under this policy should contact the Company's Human Resources Department

Religious Accommodation

Employees and applicants for employment may request reasonable accommodation for their sincerely held religious beliefs, practices, and/or observances. In accordance with the IHRA, the company will provide reasonable accommodation unless such accommodation would impose an undue hardship on the conduct of the Company's business. Nothing in this policy restricts the Company's right to enact a dress code or grooming policy, which may include restrictions on attire, clothing, or facial hair to maintain workplace safety. Comfort Keepers will review each request for reasonable accommodation under this policy on a case-by-case basis and reserve the

right to deny such requests to preserve workplace safety, security, or health where accommodation would impose an undue burden on said interests.

Comfort Keepers will not deny employment opportunities or take adverse employment actions against employees or otherwise qualified applicants for employment based on the need to make such reasonable accommodations, nor will the Company retaliate against applicants or employees who request accommodations or otherwise exercise their rights under the IHRA. Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact Comfort Keepers Human Resources Department

COMMITMENT TO DIVERSITY

Equal Employment Opportunity

Helpsource of North Shore, Inc. DBA Comfort Keepers is an equal opportunity employer and is committed to both equal employment opportunity and compliance with state and federal antidiscrimination laws for all employees and applicants for employment in all of its employment practices, including but not limited to selection, hiring, assignment, reassignment, promotion, transfer, compensation of benefits, and all other conditions of employment. In accordance with applicable federal law, the Company prohibits discrimination against any applicant or employee based on any legally-recognized basis, including, but not limited to the following: race, color, religion, sex (including sexual orientation, gender identity, pregnancy, lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, citizenship status, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal law.

Comfort Keepers also complies with Illinois law and administrative regulations, which prohibits discrimination and harassment against any employees or applicants for employment based on their actual or perceived race (meaning traits associated with race, including but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, sex (including married women and unmarried mothers), religion, age (40 or older), national origin, ancestry, order of protection status, marital status, sexual orientation (including actual or perceived orientation and gender identity, physical or mental disability (including association with a person with a disability), conviction record (unless deemed by IDPH as an “ineligible” for employment), military status or unfavorable discharge from military service, pregnancy (including childbirth or medical or common conditions related to pregnancy or childbirth, past pregnancy condition, and the potential or intention to become pregnant), reproductive health decisions, citizenship status, work authorization status, family responsibilities, arrest record, refusal to disclose genetic information or participate in a program requiring disclosure of genetic information, homelessness (i.e., lack of a permanent mailing address or a mailing address that is a shelter or social services provider), use of lawful products as well as cannabis outside of workplace, during non-working hours, declining to attend or participate in an employer-sponsored meeting or declining to receive or listen to an employer communication about religious matters or political matters, and actual or perceived status as a victim of domestic, dating, sexual, or gender violence, stalking, or any other crime of violence as defined by applicable state law. The Company also complies with state and federal law, which expressly prohibit harassment against employees and applicants based on the aforementioned, protected classifications, as well as retaliation for exercising rights under all applicable state and federal civil rights laws. Comfort Keepers will not tolerate unlawful discrimination, harassment, or retaliation based upon these characteristics or any other characteristic protected by applicable federal, state, or municipal law. The Company also complies with the Illinois law that restricts the circumstances under which employers may base employment-related decisions on an individual’s credit report or credit history and with the Illinois law prohibiting sexual harassment of unpaid interns. Violation of this policy will result in disciplinary action, up to and including immediate termination.

Complaint Procedure

Any employee who believes they have been the subject of unlawful harassment, discrimination, or retaliation by a co-worker, supervisor, agent, client, vendor, or customer of the Comfort Keepers, in violation of the foregoing policies, or who is aware of such harassment, discrimination, or retaliation against others, should immediately provide a written or verbal report to their immediate supervisor, any other member of Company management, or the Company's Human Resources Department to report such incidents. After a report is received, Company management will conduct a thorough and objective investigation. The investigation will be completed, and determination will be made and communicated to the employee as soon as possible. The Company expects all employees to fully cooperate with any investigation conducted by the Comfort Keepers into a complaint of proscribed harassment, discrimination, or retaliation, or regarding the alleged violation of any other policies, and during the investigation, to keep matters related to the investigation confidential.

If the Company determines that this policy has been violated, the Company will take remedial action, commensurate with the severity of the offense. The Company will also take appropriate action to deter any future harassment or discrimination prohibited by this policy. If a complaint of prohibited harassment, discrimination, or retaliation is substantiated, the Company will take appropriate disciplinary action, up to and including employment termination.

The Equal Employment Opportunity Commission ("**EEOC**") and equivalent state agencies will accept and investigate charges of unlawful discrimination or harassment at no charge to the complaining party.

Protection Against Retaliation

As provided above, retaliation is prohibited against any person by another employee or by the Company for using this complaint procedure, reporting proscribed harassment, or for filing, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, employment termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions, or otherwise denying any employment benefit.

An employee should report any retaliation prohibited by this policy to their immediate supervisor, any Company management team member, or to Human Resources. Comfort Keepers will investigate any report of retaliatory conduct in a thorough and objective manner. If a report of retaliation is substantiated, the management will take appropriate disciplinary action, up to and including employment termination.

Respectful Workplace Policy

Comfort Keepers is committed to providing a work environment free of unlawful harassment. The Company complies with Illinois law and maintains a strict policy prohibiting sexual harassment and unlawful discrimination against employees or applicants for employment based on their actual or perceived race (meaning also traits associated with race, including but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, sex

(including married women and unmarried mothers), religion, age (40 or older), national origin, ancestry, order of protection status, marital status, sexual orientation (including actual or perceived orientation and gender identity, physical or mental disability (including association with a person with a disability), conviction record, military status or unfavorable discharge from military service, pregnancy (including childbirth or medical or common conditions related to pregnancy or childbirth, past pregnancy condition, and the potential or intention to become pregnant), reproductive health decisions, citizenship status, family responsibilities, refusal to disclose genetic information or participate in a program requiring disclosure of genetic information, homelessness (i.e., lack of a permanent mailing address or a mailing address that is a shelter or social services provider), use of lawful products as well as cannabis outside of workplace, during nonworking hours, declining to attend or participate in an employer-sponsored meeting or declining to receive or listen to an employer communication about religious matters or political matters, and actual or perceived status as a victim of domestic, dating, sexual, or gender violence, stalking, or any other crime of violence as defined by applicable state law. Comfort Keepers will not tolerate discrimination or harassment based upon the stated characteristics or any other characteristic protected by applicable federal, state, or municipal law. This policy applies to all employees involved in its operations within the State of Illinois, including City of Chicago and prohibits harassing conduct by any employee of the Company, including supervisors, managers, and nonsupervisory employees. This policy also protects employees from prohibited harassment by third parties, such as customers, vendors, clients, and visitors.

While this policy sets forth the Company's goals of promoting a workplace that is free of harassment, the policy is not designed or intended to limit Comfort Keepers authority to discipline or take remedial action for workplace conduct that Company management deem unacceptable, regardless of whether that conduct satisfies the definition of unlawful harassment.

Any employee who is found to have engaged in discriminatory or harassing conduct will be subject to appropriate disciplinary measures, up to and including employment termination. Comfort Keepers will not tolerate retaliation against any individual reporting acts of unlawful harassment or discrimination, participating in an investigation, or helping others exercise their right to complain about discrimination. Such retaliatory conduct is unlawful under Illinois law.

Sexual Harassment Defined

Sexual harassment includes unwanted sexual advances, requests for sexual favors, or visual, verbal, or physical conduct of a sexual nature when one of the following conditions is met:

- Submission to such conduct is made a term or condition of employment; or
- Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual.
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment; or
- Such conduct of a sexual nature involves coercion and abuse of power or authority.

Sexual harassment includes various forms of offensive behavior based on sex. The following is a non-exhaustive list of the types of conduct prohibited by this policy:

- Unwanted sexual advances or propositions (including repeated and unwelcome requests for dates).
- Offers of employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct: leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, posters, websites, emails, or text messages.
- Verbal conduct: making or using sexually derogatory comments, innuendos, epithets, slurs, sexually explicit jokes, or comments about an individual's body or dress, whistling, or making suggestive or insulting sounds.
- Verbal and/or written abuse of a sexual nature, graphic verbal and/or written sexually degrading commentary about an individual's body or dress, sexually suggestive or obscene letters, notes, invitations, emails, text messages, tweets, or other social media postings.
- Physical conduct: touching, assault, or impeding or blocking normal movements; and
- Retaliation for making reports or threatening to report sexual harassment.

Other Types of Harassment

Harassment on the basis of any legally protected status is prohibited, including harassment based on the following: race, color, religion, sex, pregnancy (including lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, physical or mental disability (including association with a person with a disability), genetic information (including testing and characteristics), veteran status, uniformed servicemember status, the refusal to submit to a genetic test, or any other status protected by federal, state, or municipal law. Prohibited harassment may include behavior similar to the illustrations above pertaining to sexual harassment. It also includes, but is not limited to the following:

- Verbal conduct, including taunting, jokes, threats, epithets, derogatory comments or slurs based on an individual's protected status.
- Visual and/or written conduct including derogatory posters, photographs, calendars, cartoons, drawings, websites, emails, text messages or gestures based on an individual's protected status; and
- Physical conduct including assault, unwanted touching or blocking normal movement because of an individual's protected status.

Complaint Procedure

Any applicant or employee who believes they have been subjected to prohibited harassment or retaliation by a co-worker, supervisor, manager, client, visitor, vendor, customer of the Company, or who believes another individual has been subject to such conduct, should report it immediately.

Any incidents of harassment must be reported immediately (within twenty-four (24) hours if possible), preferably in writing to your immediate Supervisor or Human Resources Department. Similarly, witnessing any acts of discrimination toward or harassment of another employee is encouraged to be reported.

Employees are not required to report any prohibited conduct to a supervisor or manager who may be hostile, who has engaged in such conduct, who is a close associate of the person who has engaged in such conduct, or with whom the employee is uncomfortable discussing such matters.

Employees are encouraged, but not required, to communicate to the offending person that the person's conduct is offensive and unwelcome. Any supervisor or manager who receives a complaint of harassment or retaliation must immediately report the allegation to the Company's Human Resources Department.

After a report is received, a thorough and objective investigation will be conducted. Confidentiality will be maintained to the extent practical and permitted by law. The Company will conduct investigations as confidentially as possible and only share related information with others on a need-to-know basis. The investigation will be completed, and determination made and communicated to the employee as soon as possible. Comfort Keepers expects all employees to fully cooperate with any investigation conducted by the Company into a complaint of proscribed harassment, discrimination, or retaliation, or regarding the alleged violation of any other Company policies, and during the investigation, to keep matters related to the investigation confidential.

If a complaint of prohibited harassment or discrimination is substantiated, the Company will take appropriate disciplinary action, up to and including employment termination. If a complaint cannot be substantiated, the Company may take appropriate action to reinforce its commitment to providing a work environment free from harassment.

Comfort Keepers will provide advance notice to the employee who disclosed information, to the extent possible, if the disclosure must be shared with other parties in order to maintain safety in the workplace or elsewhere. Comfort Keepers shall also provide the employee with the name and title of the person to whom the company intends to share the employees' statements and shall explain why the information must be disclosed.

Leave Requests

Comfort Keepers recognizes that victims of sexual harassment may need time off to obtain or attempt to obtain a protection or restraining order or any other legal assistance to help ensure their health, and safety. Comfort Keepers will work in collaboration with the employee to provide reasonable and flexible leave options when an employee is a victim of sexual harassment.

Comfort Keepers will work with employees to provide paid leave first before requiring an employee to utilize unpaid leave. An employee must provide reasonable advance notice to the employer of the need to take time off unless advance notice is not feasible. To request leave, employees should contact Human Resources Department at any office location at 847-215-8550. Comfort Keepers will maintain the confidentiality of a person who requests leave under this policy, to the extent allowed by law.

Comfort Keepers will also provide reasonable accommodations for a victim of sexual harassment who requests an accommodation for the safety of the victim or to maintain their work performance while at work. Reasonable accommodations may include the implementation of safety measures, including a transfer, reassignment, modified schedule, changed work telephone,

changed workstation, installed lock, assistance in documenting the sexual harassment that occurs in the workplace, an implemented safety procedure, another adjustment to a job structure, workplace facility, or work requirement in response to the sexual harassment, or referral to a sexual harassment counseling service. Employer will assist an employee to enforce his or her protection order, if applicable.

The EEOC and equivalent state agencies will accept and investigate charges of unlawful discrimination and harassment at no charge to the complaining party. The nearest office of the EEOC and equivalent state agencies can be found in the local telephone directory or online at www.eeoc.gov.

In addition to the complaint procedures set forth above, any employee who believes they have been harassed or discriminated against may file a complaint with the Illinois Department of Human Rights (“**IDHR**”) at any time.

The IDHR may be reached at either of the following locations / methods:

Chicago Office: James R. Thompson Center, 100 West Randolph Street, Suite 10-100, Chicago, Illinois 60601
Phone: (312) 814-6200, (866) 740-3953 (TTY), fax number (312) 814-6251.

U.S. Equal Employment Opportunity Commission (EEOC)
Chicago District Office
230 South Dearborn St., Suite 1866
Chicago, Illinois 60604
Phone: 321-872-9744
866-740-3953 (TTY)
<https://publicportal.eeoc.gov/Portal/Login.aspx>

Springfield Office: 535 W. Jefferson Street, 1st Floor, Springfield, Illinois 62702
Phone: (217) 785-5100, (866) 740-3953 (TTY), fax number (217) 785-5106.

Website: www.illinois.gov/dhr.
Email: IDHR.Intake@illinois.gov.

Employees may also report their concerns to the IDHR’s Illinois Sexual Harassment and Discrimination Helpline at any time at (877) 236-7703.

Any employee found making false accusations against another individual will be disciplined up to and including termination.

Manager’s Responsibility

All Company supervisors and managers are responsible for:

- Implementing this policy, which includes, but is not limited to, taking steps to prevent harassment and retaliation.

- Ensuring that all employees under their supervision have knowledge of and understand this policy.
- Promptly report any complaints to the appropriate Human Resources personnel so that they may be investigated and resolved in timely manner.
- Taking and/or assisting in prompt and appropriate corrective action when necessary to ensure compliance with this policy; and
- Conducting themselves, at all times, in a manner consistent with this policy.

Failure to meet these responsibilities may lead to disciplinary action, up to and including employment termination.

Protection Against Retaliation

Retaliation is prohibited against any person by another employee or by the Company for using this complaint procedure, reporting proscribed harassment, objecting to such conduct, or filing, testifying, assisting, or participating in any manner in any investigation, proceeding or hearing conducted by a government enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions, or otherwise denying any employment benefit.

Individuals who believe they have been subjected to retaliation or believe that another individual has been subjected to retaliation should report this concern to the Branch Manager or to the Company's Human Resources Department. Any report of retaliatory conduct will be investigated in a thorough and objective manner. If a report of retaliation prohibited by this policy is substantiated, Comfort Keepers will take appropriate disciplinary action, up to and including employment termination. If a complaint cannot be substantiated, the Company may take appropriate action to reinforce its commitment to providing a work environment free from retaliation.

Good Faith

The initiation of a good faith complaint of harassment or retaliation will not be grounds for disciplinary action, even if the allegations cannot be substantiated. Any individual who makes a complaint that is demonstrated to be intentionally false may be subject to discipline, up to and including employment termination.

ARBITRATION POLICY AND AGREEMENT

Helpsource of North Shore, Inc., DBA Comfort Keepers strives to resolve every issue directly with their employees or use an arbitration process to resolve disputes. The arbitration process provides a faster, more cost-effective way to resolve disputes between Helpsource of North Shore, Inc and an employee. The arbitration agreement is part of the Company's policy.

This Mutual Arbitration Agreement ("Agreement") is between Employee and Helpsource of North Shore, Inc. DBA Comfort Keepers ("Company"). The Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) governs this Agreement. The parties understand and agree that the Company is engaged in transactions involving interstate commerce and that this Agreement evidences a transaction involving interstate commerce. EXCEPT AS THIS AGREEMENT OTHERWISE PROVIDES, ALL DISPUTES COVERED BY THIS AGREEMENT WILL BE DECIDED BY AN ARBITRATOR THROUGH FINAL AND BINDING ARBITRATION AND NOT BY WAY OF COURT OR JURY TRIAL.

- **Covered Claims/Disputes.** Except as otherwise provided in this Agreement, this Agreement applies to any and all disputes, past, present or future, that may arise between Employee (sometimes "you" or "your") and Company, including without limitation any dispute arising out of or related to Employee's application, employment and/or separation of employment with Company. This Agreement applies to a covered dispute that Company may have against Employee or that Employee may have against Company, its parent companies, subsidiaries, related companies and affiliates, franchisors, or their officers, directors, principals, shareholders, members, owners, employees, and managers or agents, each and all of which may enforce this Agreement as direct or third-party beneficiaries.

The claims subject to arbitration are those that absent this Agreement could be brought under applicable law. Except as it otherwise provides, this Agreement applies, without limitation, to claims based upon or related to the application for employment, background checks, privacy, the employment relationship, discrimination, harassment (except for conduct that is alleged to constitute sexual harassment under applicable federal, tribal or state law), retaliation, defamation (including claims of post-employment defamation or retaliation), breach of a contract or covenant, fraud, negligence, emotional distress, breach of fiduciary duty, trade secrets, unfair competition, wages, minimum wage and overtime or other compensation claimed to be owed, breaks and rest periods, expense reimbursement, seating, termination, tort claims (except for claims of nonconsensual sexual act or sexual contact, as such terms are defined in 18 U.S.C. § 2246 or similar tribal or state law, including when the victim lacks capacity to consent), equitable claims, and all statutory and common law claims unless specifically excluded below. Except as it otherwise provides, the Agreement covers, without limitation, claims arising under the Fair Credit Reporting Act, Defend Trade Secrets Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1981, the Americans With Disabilities Act, the Age Discrimination in Employment Act, the Family Medical Leave Act, the Fair Labor Standards Act, Rehabilitation Act, the Civil Rights Acts of 1866 and 1871, the Civil Rights Act of 1991, 8 U.S.C. § 1324 (unfair immigration related practices), the Pregnancy Discrimination

Act, the Equal Pay Act, the Genetic Information Non Discrimination Act, Employee Retirement Income Security Act of 1974 (except for claims for employee benefits under any benefit plan sponsored by the Company and (a) covered by the Employee Retirement Income Security Act of 1974 or (b) funded by insurance), Affordable Care Act, Uniformed Services Employment and Reemployment Rights Act, Worker Adjustment and Retraining Notification Act, Older Workers Benefit Protection Act of 1990, False Claims Act, Occupational Safety and Health Act, Consolidated Omnibus Reconciliation Act of 1985, and state Similarly, this form document does not constitute the giving of legal advice, nor is it a substitute for specific legal advice as each employer must consider many different issues when drafting legal and other employment documents based on their unique circumstances and objectives Additionally, except as provided in this Section 2 of this Agreement, Employee and the Company agree that the arbitrator shall have exclusive authority to resolve any dispute relating to the scope, validity, conscionability, interpretation, applicability, or enforceability of this Agreement.

- **Excluded Claims/Disputes.** This Agreement does not apply to litigation between you and Company pending in a state or federal court or arbitration as of the date of your receipt of this Agreement and in which you are a party or a member or putative member of an alleged class (“pending litigation”). If that pending litigation is subject to an agreement to arbitrate between Employee and the Company, that agreement will remain in full force and effect to that extent. The Agreement also does not apply to: (i) claims for worker’s compensation benefits, state disability insurance or unemployment insurance benefits; however, this Agreement applies to retaliation claims related to such benefits, such as claims for worker’s compensation retaliation; and (ii) disputes that an applicable federal statute expressly states cannot be arbitrated or subject to a pre-dispute arbitration agreement. Nothing contained in this Agreement shall be construed to prevent or excuse you (individually or in concert with others) or the Company from utilizing the Company’s existing internal procedures for resolution of complaints, and this Agreement is not intended to be a substitute for the utilization of such procedures. In addition, either party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy in accordance with applicable law, and any such application shall not be deemed incompatible with or waiver of this Agreement. The court to which the application is made is authorized to consider the merits of the arbitrable controversy to the extent it deems necessary in making its ruling, but only to the extent permitted by applicable law. All determinations of final relief, however, will be decided in arbitration. Nothing in this Agreement prevents you from making a report to or filing a claim or charge with a government agency, including without limitation the Equal Employment Opportunity Commission, U.S. Department of Labor, U.S. Securities and Exchange Commission, National Labor Relations Board, Occupational Health and Safety Administration or the Office of Federal Contract Compliance Programs, or any other federal, state or local government agency. Nothing in this Agreement prevents the investigation by a government agency of any report, claim, or charge otherwise covered by this Agreement. This Agreement also does not prevent federal administrative agencies from adjudicating claims and awarding remedies based on

those claims, even if the claims would otherwise be covered by this Agreement. Nothing in this Agreement prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law before bringing a claim in arbitration. The Company will not retaliate against you for filing a claim with an administrative agency or for exercising rights (individually or in concert with others) under Section 7 of the National Labor Relations Act. This Agreement also does not prevent or prohibit you in any way from reporting, communicating about, or disclosing claims for discrimination, harassment, retaliation, or sexual abuse or a crime, or from making truthful statements as required by law. 77885914.9 2 This Agreement does not apply to any claim that an applicable federal statute state cannot be arbitrated or subject to a pre-dispute arbitration agreement. For example, this Agreement does not apply to sexual assault disputes or sexual harassment disputes, as those terms are defined in Chapter 4 of the Federal Arbitration Act (9 U.S.C. § 401 et seq.).

- Arbitration conducted under this Agreement is not confidential. We understand and agree that nothing contained in this Agreement prohibits the disclosure of information related to any arbitration and expressly agree that nothing in this Agreement may be construed to invalidate this Agreement or any portion thereof based on laws or regulations that render contracts void or unenforceable if they provide for a dispute resolution process that is confidential.
- Class and Collective Action Waiver. This Agreement affects your ability to bring or participate in class and collective actions. Both you and Company agree to bring any covered claim(s) or dispute(s) in arbitration on an individual basis only, and not on a class or collective action basis on behalf of others. There will be no right or authority for any covered claim(s) or dispute(s) to be brought, heard, or arbitrated as a class or collective action, or as a member in any such class or collective action proceeding, and the arbitrator will have no authority to hear or preside over any such claim(s) or dispute(s) (“Class Action Waiver”). Regardless of anything else in this Agreement and/or the American Arbitration Association (“AAA”) Rules (described below), any dispute relating to the scope, validity, unconscionability, interpretation, applicability, or enforceability of the Class Action Waiver, or any dispute relating to whether this Arbitration Agreement precludes a class or collective action proceeding, may only be determined by a court and not an arbitrator. In any case in which (a) the dispute is filed as a class or collective action and (a) there is a final judicial determination that all or part of the Class Action Waiver is unenforceable, the class or collective action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration. You will not be retaliated against, disciplined, or threatened with discipline by the filing of or participation in a class or collective action in any forum. However, Company may lawfully seek enforcement of this Agreement and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class or collective actions or claims. The Class Action Waiver shall be severable in any case in which the dispute is filed as an

individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

- Arbitrator Selection. If the claim is not resolved via informal resolution, the parties will proceed to arbitration before a single arbitrator and in accordance with the then current AAA Employment Arbitration Rules (“AAA Rules”) (the AAA Rules may be found at www.adr.org or by searching for “AAA Employment Arbitration Rules” using a service such as www.Google.com), provided, however, that if there is a conflict between the AAA Rules and this Agreement, this Agreement will govern. Unless the parties mutually agree otherwise, the Arbitrator will be either an attorney experienced in employment law or a retired judge. The AAA will give each party a list of eleven (11) arbitrators drawn from its panel of arbitrators. Ten days after AAA’s transmission of the list of neutrals, AAA will convene a telephone conference and the parties will strike names alternately from the list of common names, until only one remains. The party who strikes first will be determined by a coin toss. The person that remains will be designated as the Arbitrator. If for any reason, the individual selected cannot serve as the Arbitrator, AAA will issue another list of eleven (11) arbitrators and repeat the alternate striking selection process. If for any reason the AAA will not administer the arbitration, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted to appoint a neutral Arbitrator. 77885914.9 3
- Initiating Arbitration. A party who wishes to arbitrate a claim covered by this Agreement must make a written Request for Arbitration and deliver it to the other party by hand or mail no later than the expiration of the statute of limitations (deadline for filing) that applicable law prescribes for the claim. The Request for Arbitration shall identify the claims asserted, the factual basis for the claim(s), and the relief and/or remedy sought. The Arbitrator will resolve all disputes regarding the timeliness or propriety of the Request for Arbitration and apply the statute of limitations that would have applied if the claim(s) had been brought to court.
- Rules/Standards Governing Proceeding. The Arbitrator may award any remedy to which a party is entitled under applicable law, but remedies are limited to those that would be available to a party in his or her individual capacity in a court of law for the claims presented to and decided by the Arbitrator, and no remedies that otherwise would be available to an individual under applicable law will be forfeited by this Agreement. Each party can take the deposition of one individual witness and any expert witness designated by another party. Each party also has the right to make requests for production of documents to any party. The parties can jointly agree to more discovery, and either party can ask the Arbitrator to order more discoveries to the extent permitted by the Federal Arbitration Act. The Arbitrator will have exclusive authority to entertain requests for additional discovery, and to grant or deny such requests, based on the Arbitrator’s determination regarding whether additional discovery is warranted by the circumstances of a particular case. Each party will also have the right to subpoena witnesses and

documents for the arbitration, including documents relevant to the case from third parties in accordance with any applicable state or federal law. At least thirty (30) days before the final hearing, the parties must exchange a list of witnesses, excerpts of depositions to be introduced, and copies of all exhibits to be used.

Unless the parties jointly agree in writing otherwise, the arbitration will take place in or near the city and in the same state in which Employee is or was last employed by the Company. The Arbitrator shall apply the substantive federal, state, or local law applicable to the claims asserted. The Federal Rules of Evidence shall apply. The Arbitrator has the authority to hear and rule on pre-hearing disputes. The Arbitrator will have the authority to hear and decide a motion to dismiss and/or a motion for summary judgment by any party, consistent with Rule 12 or Rule 56 of the Federal Rules of Civil Procedure and must set a briefing schedule for such motions upon the request of either party. The Arbitrator will issue a written decision or award, stating the essential findings of fact and conclusions of law. A court of competent jurisdiction will have the authority to enter judgment upon the Arbitrator's decision/award.

- **Payment of Fees.** The Company will pay the Arbitrator's and arbitration fees and costs, except for the filing fee as required by the AAA. If you are financially unable to pay a filing fee, the Company will pay the filing fee, and you will be relieved of the obligation to pay the filing fee. Disputes regarding the apportionment of fees will be decided by the Arbitrator. Each party will pay for its own costs and attorneys' fees, if any, but if any party prevails on a claim which affords the prevailing party costs or attorneys' fees, the Arbitrator may award costs and fees to the prevailing party as provided by law.
- **Entire Agreement/Severability.** Except as provided in Section 2, above, regarding pending litigation, this Agreement replaces all prior agreements (oral, written, electronic) regarding the arbitration of disputes and is the full and complete agreement relating to the formal resolution of disputes covered by this Agreement. If any portion of this Agreement is deemed invalid, void, voidable, or otherwise unenforceable, the unenforceable provision will be severed 77885914.9 4 from the Agreement and the remainder of the Agreement will be enforceable. This Agreement will survive the termination of Employee's employment and the expiration of any benefit. This Agreement will also continue to apply notwithstanding any change in Employee's duties, responsibilities, position, or title, or if Employee transfers to any affiliate of the Company. This Agreement does not alter the "at-will" status of Employee's employment. Notwithstanding any contrary language in any Company policy or employee handbook, this Agreement may not be modified or terminated absent consent by both parties.
- **Consideration.** The Company and Employee agree that the mutual obligations by the Company and Employee to arbitrate disputes provide adequate consideration for this Agreement.

- Effective Date. By signing this Agreement, it becomes effective immediately. However, should Employee not sign this Agreement, continuing your employment with the Company for a period of 30 days after your receipt of this Agreement constitutes mutual acceptance of the terms of this Agreement commencing upon completion of that 30-day period, and the Agreement will be binding on you and the Company. You have the right to consult with counsel of your choice concerning this Agreement.

I have read and understand the Arbitration Policy and Agreement.

Employee Name – Print

Employee Signature

Employer: Helpsource of North Shore, Inc. DBA Comfort Keepers - Agrees

ACKNOWLEDGEMENT AND RECEIPT

I acknowledge that my employer is Helpsource of North Shore, Inc. DBA Comfort Keepers. I understand that each Franchisee office is independently owned and operated by a franchisee under a franchise agreement with the Franchisor. I understand that I am employed by **Helpsource of North Shore, Inc. DBA Comfort Keepers** and not the Franchisor or any other entity. The business relationship between the Company and any other business such as the franchisor does not alter or impact the fact that I am solely employed by the Company and that the Company controls, directly and indirectly, all of my terms and conditions of employment.

I acknowledge that I have received and read a copy of the Company's Employee Policy Manual. I understand that the Company is responsible for this Employee Policy Manual ("Employee Manual"), the policies within it, and all other terms and conditions of employment. I agree to abide by and be bound by the rules, policies and standards specified in the Employee Manual. I further acknowledge that the Company reserves the right to revise, delete, and add to the provisions of the Employee Manual, but that all such revisions, deletions, or additions must be in writing. No oral statements or representations can change the provisions of the Employee Manual.

I understand that the Helpsource of North Shore, Inc. DBA Comfort Keepers has provided me various alternative channels, including anonymous and confidential channels, to raise concerns of violations of this Employee Manual and company policies and encourages me to do so promptly so that it may effectively address such situations, and I understand that nothing herein interferes with any right to report concerns, file a charge, make lawful disclosures, participate in an investigation or hearing or communicate with any governmental authority regarding potential violations of laws or regulations, including the Equal Employment Opportunity Commission ("EEOC"), the National Labor Relations Board ("NLRB"), the Securities and Exchange Commission ("SEC"), or any other federal, state, or municipal agency charged with the enforcement of any laws. I also understand and acknowledge that nothing about the policies and procedures set forth in this Employee Manual should be construed to interfere with any employee rights provided under state or federal law, including Section 7 of the National Labor Relations Act ("NLRA").

I acknowledge that, except where required otherwise by applicable law, my employment with the Company is at-will, meaning that it is not for a specified period of time and that the employment relationship may be terminated at any time for any reason, with or without cause or notice, by me or the Company.

[Signature Page Follows]

I have read and understand the above statements.

EMPLOYEE NAME

Signature

Printed Name

Title

Date

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