

Employee Handbook



Senior Care Division: California Arizona



The information contained in the 24 Hour Home Care Employee Handbook is the intellectual property of 24 Hour Home Care and contains information proprietary to the operations of 24 Hour Home Care. To the maximum extent permitted by law, unauthorized redistribution, copying, or usage of any information in this Employee Handbook is a violation of 24 Hour Home Care's policies and will be subject to disciplinary action and/or civil or criminal prosecution

GENERAL INFORMATION

Welcome to Team24!

We are so glad to have you as part of the 24 Hour Home Care team. At 24 Hour Home Care, we strive to provide our employees with the necessary tools and information needed to excel in a career in caregiving.

This Employee Handbook (the “Handbook”) intends to provide a general overview of some of the expectations of our employees and outline the policies, programs and benefits available to eligible employees as part of employment with 24 Hour Home Care (“24 Hour Home Care” or the “Company”). It is our expectation that each employee read, understand and comply with the provisions of the Handbook.

The Handbook cannot anticipate every situation. If employees have questions or concerns about their employment, they should promptly contact Company management. Failure to adhere to Company policies may result in disciplinary action, up to and including termination.

The Handbook describes the employment policies and practices of 24 Hour Home Care in effect at the time of publication. The Company reserves the right to unilaterally change, rescind, delete or augment the provisions of the Handbook – other than the employment at-will provision – at the Company’s sole discretion. The Company will notify employees of these changes as they occur. This document supersedes all previous Handbook editions, updates, amendments and addendums.

Nothing in this Handbook is intended to violate any local, state or federal law. Nothing in this Handbook is intended to limit any concerted activities by employees relating to their wages, hours or working conditions, or any other conduct protected by Section 7 of the National Labor Relations Act. Furthermore, nothing in this Handbook prohibits an employee 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”), National Labor Relations Board (“NLRB”), Securities and Exchange Commission (“SEC”) or any other federal, state or local agency charged with the enforcement of any laws.

We are so excited to have you as part of the 24 Hour Home Care team and look forward to creating a successful and long-lasting relationship!

Once again, welcome to the team!

24 Hour Home Care
Management Team

EMPLOYMENT AT-WILL

All employment with the Company is at-will. This means that either the Company or the employee can terminate employment with the Company with or without cause, and with or without notice, at any time. Nothing in this Handbook or any oral statement shall limit the right to terminate the at-will relationship.

No manager or supervisor has any authority to enter into a contract of employment express or implied that changes the fact that employment with the Company is at-will. No one except the Company's co-founders (or their authorized representatives) has the authority to enter into an agreement that alters the at-will employment relationship and any such agreement must be made in writing signed by all Company co-founders (or their authorized representatives).

DISCRIMINATION, HARASSMENT, AND RETALIATION PREVENTION POLICY

Equal Employment Opportunity

At 24 Hour Home Care we embrace and celebrate our differences. 24 Hour Home Care is an equal employment opportunity employer. We prohibit discrimination against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns and volunteers based on their actual or perceived: race (including traits historically associated with race, such as hair texture and protective hairstyles), religious creed, color, national origin, citizenship status, ancestry, physical or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 and over), sexual orientation, Civil Air Patrol status, military and veteran status and any other consideration protected by federal, state or local law.

The Company allows employees to self-identify their gender, name and/or pronoun, including gender-neutral pronouns. The Company will use an employee's gender or legal name as indicated on a government-issued identification document, only as necessary to meet an obligation mandated by law. Otherwise, the Company will identify the employee in accordance with the employee's current gender identity and preferred name.

The Company will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law. The Company also does not retaliate or otherwise discriminate against applicants or employees who request a reasonable accommodation for reasons related to disability or religion. Our commitment to equal opportunity employment applies to all persons involved in our operations and prohibits unlawful discrimination and harassment by any employee, including supervisors and co-workers.

Prohibited Harassment

24 Hour Home Care strives to provide a work environment where all employees and contractors can work together safely, comfortably and productively. Each individual has the right to work in a professional atmosphere that is free of illicit harassment based on any protected characteristics. Harassment is unacceptable and will not be tolerated.

The Company maintains a strict policy prohibiting sexual harassment and harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns or volunteers based on any legally-recognized basis, including, but not limited to, their actual or perceived race (including traits historically associated with race, such as hair texture and protective hairstyles), religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 or over), sexual orientation, Civil Air Patrol status, military and veteran status, immigration status or any other consideration protected by federal, state or local law. For purposes of this policy, discrimination on the basis of "national origin" also includes harassment against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States and based on any of the following: an individual's or individual's ancestors' actual or perceived physical, cultural or linguistic characteristics associated with a national origin group; marriage to or association with individuals of a national origin group; tribal affiliation; membership in or association with an organization identified with or seeking to promote the interests of a national origin group; attendance or participation in schools, churches, temples, mosques or other religious institutions generally used by persons of a national origin group; or a name that is associated with a national origin group. All such harassment is prohibited.

This policy applies to all persons involved in our operations, including coworkers, supervisors, managers, temporary or seasonal workers, agents, clients, vendors, customers, or any other third party interacting with the Company ("third parties") and prohibits proscribed harassing conduct by any employee or third party of 24 Hour Home Care, including nonsupervisory employees, supervisors and managers. If such harassment occurs on the Company's premises or is directed toward an employee or a third party interacting with the Company, the procedures in this policy should be followed.

Sexual Harassment Defined

Sexual harassment includes unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

- 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; or

- 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.

Sexual harassment also includes various forms of offensive behavior based on sex and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list:

- Unwanted sexual advances.
- Offering 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 derogatory comments, epithets, slurs, sexually explicit jokes, or comments about an employee's body or dress.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature; graphic verbal commentary about an individual's body; sexually degrading words to describe an individual; suggestive or obscene letters, notes or invitations.
- Physical conduct: touching, assault, impeding or blocking movements.
- Retaliation for reporting harassment or threatening to report sexual harassment.
- Repeated requests for dates;
- Grabbing, groping, kissing, fondling;
- Sitting or gesturing sexually;
- Offensive voice-mail messages, E-mail messages or other electronic communications;
- Visiting sites that could be deemed inappropriate of fellow employees, such as sites that depict pornographic and/or materials of a sexual nature;
- Questions about one's sex life or experiences;
- Any other conduct or behavior affecting any protected category deemed inappropriate by the Company.

An employee may be liable for harassment based on sex even if the alleged harassing conduct was not motivated by sexual desire. An employee who engages in unlawful harassment may be personally liable for harassment even if the Company had no knowledge of such conduct.

Other Types of Harassment

Harassment on the basis of any legally protected classification is prohibited, including harassment based on: race (including traits historically associated with race, such as hair texture and protective hairstyles), color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status (including domestic partnership status), age (40 or over), sexual orientation, Civil Air Patrol status, military and veteran status, immigration status or any other consideration protected by federal, state or local law. Prohibited harassment may include behavior similar to the illustrations above pertaining to sexual harassment. This includes conduct such as:

- Verbal conduct including threats, epithets, derogatory comments or slurs based on an individual's protected classification;
- Visual conduct, including derogatory posters, photographs, cartoons, drawings or gestures based on protected classification; and
- Physical conduct, including assault, unwanted touching or blocking normal movement because of an individual's protected status.

Abusive Conduct Prevention

It is expected that the Company and persons in the workplace perform their jobs productively as assigned, and in a manner that meets all of management's expectations, during working times, and that they refrain from any malicious, patently offensive or abusive conduct including but not limited to conduct that a reasonable person would find offensive based on any of the protected characteristics described above. Examples of abusive conduct include repeated infliction of verbal abuse, such as the use of malicious, derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the intentional sabotage or undermining of a person's work performance.

Protection Against Retaliation

Retaliation is prohibited against any person by another employee or by 24 Hour Home Care for using the Company's complaint procedure, reporting proscribed discrimination or harassment or 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, 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.

Complaint Procedure

The Company requires all employees who believe they have been discriminated against, harassed, or subjected to retaliation or abusive conduct by a co-worker, supervisor, agent, client, vendor, customer, or any other third party interacting with 24 Hour Home Care in violation of the foregoing policies, or who believe they have witnessed such conduct, to immediately report

(verbal or written) all incidents regardless of the identity of the offender. An employee who believes they have been unlawfully harassed by any employee, contractor, vendor, client, or other business contact or guest of the Company, should immediately report the incident to their supervisor. If the immediate supervisor is involved in the conduct or, for some other reason, the employee feels uncomfortable reporting to that supervisor, the employee should report directly to the employee's HR Business Partner, the Head of People Operations Team, or any member of Company Management. The Company requests that employees promptly report complaints so that appropriate action may be taken. The report should be specific and should include the names of the individuals involved, the names of any witnesses and any documentary evidence (e-mails, notes, etc.)

Supervisors and managers who receive complaints of misconduct must immediately report such Complaints to a HR Business Partner and/or the Head of People Operations Team who will attempt to resolve issues internally. It is the Company's policy to investigate all claims of discrimination and harassment thoroughly and promptly. To the fullest extent practicable and permissible, the Company will maintain the confidentiality of those involved and information will be shared only on a need-to-know basis. The Company expects all employees to fully cooperate with any investigation conducted by the Company into a complaint of harassment, discrimination or retaliation, or regarding the alleged violation of any other Company policies.

Upon completion of the investigation, the Company will communicate its conclusion as soon as practical. If an investigation confirms a violation of Company policy, remedial action will be taken, which may include disciplinary action, up to and including immediate termination of employment. Disciplinary action may be taken when an investigation reveals conduct on the part of an employee that does not rise to the level of unlawful harassment, discrimination, or retaliation, but is nevertheless inappropriate or unprofessional. Appropriate action may also be taken to deter future discrimination or misconduct.

The federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) will accept and investigate charges of unlawful discrimination or harassment at no charge to the complaining party. Information may be located by visiting the agency website at www.eeoc.gov or www.dfeh.ca.gov.

ACCOMODATIONS

Disability Accommodations

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, 24 Hour Home Care 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 an accommodation in order to perform the essential functions of their job, enjoy an equal employment opportunity, and/or obtain equal job benefits should contact a HR Business Partner to request such an accommodation. An HR Business Partner 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. 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 a medical impairment may be impacting the employee's ability to perform essential job functions.

Employees who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request. The Company 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 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 an undue hardship on the Company and/or a direct threat to the health and/or safety of the individual or others, 24 Hour Home Care 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 accommodations when applicable.

24 Hour Home Care will also consider requests for reasonable accommodations for medical conditions related to pregnancy, childbirth and lactation where supported by medical documentation and/or as required by applicable federal, state or local law.

Employees who wish to request unpaid time away from work to accommodate a disability should speak to a HR Business Partner.

The Company will not retaliate or otherwise discriminate against an employee or applicant who requests an accommodation in accordance with this policy.

Religious Accommodations

The Company will provide reasonable accommodation for employees' religious beliefs, observances, and practices when a need for such accommodation is identified and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an employee's religious beliefs, observances, or practices and the employee's job requirements, without causing undue hardship to the Company.

The Company has developed an accommodation process to assist employees, management, and HR Business Partners. Through this process, the Company establishes a system of open communication between employees and the Company to discuss conflicts between religion and work and to take action to provide reasonable accommodation for employees' needs. The intent of this process is to ensure a consistent approach when addressing religious accommodation requests. Any employee who perceives a conflict between job requirements and religious belief, observance, or practice should bring the conflict and the employee's request for accommodation to the attention of a HR Business to initiate the accommodation process. The Company requests that accommodation requests be made in writing, and in the case of schedule adjustments, as far in advance as possible.

The Company will not retaliate or otherwise discriminate against an employee or applicant who requests an accommodation in accordance with this policy.

Accommodation for Adult Literacy Programs

24 Hour Home Care provides reasonable accommodation and assistance to an employee who reveals a literacy problem and requests assistance to enroll in an adult literacy education program unless doing so will result in an undue hardship to the company's business operations. Examples of assistance include providing employees with the location of local literacy programs and arranging for jobsite visits by literacy education providers.

Employees who wish to self-identify as an individual with a literacy problem and request an accommodation should contact an HR Business Partner or the Head of People Operations Team. The Company will take reasonable steps to safeguard the privacy of any employee who self-identifies. In addition, employees who are performing satisfactorily will not be subject to termination of employment because they have disclosed literacy problems.

While 24 Hour Home Care encourages employees to improve their literacy skills, the Company will not reimburse employees for the costs incurred in attending a literacy program. Time off to attend literacy programs may be provided as a reasonable accommodation unless doing so will result in an undue hardship. However, if time off is provided, the time off may be unpaid. If time off is unpaid, employees wishing to take such leave may utilize their existing vacation time or other accrued paid time off.

Accommodation for Victims of Domestic Violence, Sexual Assault, or Stalking

24 Hour Home Care will make reasonable accommodations for employees who report that they are the victim of domestic violence, sexual assault or stalking and request that the Company accommodate their safety while at work, unless providing the accommodation will impose an undue hardship on the company's business operations or violates the company's duty to provide a safe and healthy working environment for all employees.

Reasonable accommodations may include, but are not limited to: a transfer; reassignment; modified work schedule; change in work telephone number; change in work station; installed lock; assistance in documenting domestic violence, sexual assault, stalking or other crime that occurs at the workplace; implemented safety procedures; or other adjustment to a job structure, workplace facility or work requirement in response to a domestic violence, sexual assault, stalking, or other crime, or referral to a victim assistance organization. The Company will engage in a timely, good faith and interactive process with the employee to identify effective reasonable accommodations.

Employees may also be entitled to a leave of absence under the company's Victim Leave policy, Leave to Attend Court Proceedings Related to Certain Felonies policy and/or Leave to Attend Court Proceedings for Serious Crimes policy. Employees should consult those policies and/or a HR Business Partner for additional information.

The Company may request that an employee provide a written statement signed by the employee (or an individual acting on behalf of the employee) certifying that the requested accommodation is for the employee's safety while at work. The Company may also require an employee to provide a certification that the employee is the victim of domestic violence, sexual assault or stalking and may request recertification every six months. Any of the following will be considered sufficient certification: a police report indicating the employee was a victim; a court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court; documentation from a

licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries resulting from the crime or abuse; or any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for an authorized purpose.

Employees must notify the Company if their needs change or if they no longer need an accommodation.

The Company will keep all information submitted in connection with an employee's request for an accommodation confidential to the extent permissible by law. If the law requires disclosure of information, the Company will notify the employee before any information is released.

The Company will not discriminate or retaliate against any employee because of the individual's status as a victim of crime or abuse, if the employee provides the Company notice of such status, the Company has actual knowledge of such status, or the employee requests a reasonable accommodation in accordance with this policy.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact their HR Business Partner.

Victim's Rights – Arizona Employees

The Company is committed to providing victim's leave to eligible employees in accordance with Arizona's Victim's Leave Laws, A.R.S. § 13-4439; § 8-420. This law authorizes employees who are victims of crimes to leave work to exercise the right to be present at legal proceedings related to the crime.

The Company will grant reasonable and necessary leave from work, without pay, to employees who are victims of a crime to exercise their rights to be present at a proceeding pertaining to the crime or to obtain or attempt to obtain an order of protection, an injunction against harassment or any other injunctive relief to help ensure the health, safety or welfare of the victim or the victim's child.

Prior to taking leave under this policy, eligible employees must provide the Company with reasonable notice of the need for leave. Employees must provide a copy of the form provided to the employee by the law-enforcement agency pursuant to Section 13-4405 of the Arizona Revised Statutes and, if applicable, notice of each scheduled proceeding. However, the Company may limit the leave provided under this section if the employee's leave creates an undue hardship to the Company's business.

The Company will hold in confidence the employee's information provided to the Company in order to request leave, except to the extent that disclosure is: (1) requested or consented to in writing by the employee; or (2) otherwise required by applicable federal, state or local law. The Company will not tolerate retaliation or discrimination against an employee who is the victim of a crime and takes time off to seek legal relief

Accommodation for Drug or Alcohol Treatment or Rehabilitation

24 Hour Home Care will attempt to reasonably accommodate employees with chemical dependencies (drugs or alcohol), if they voluntarily wish to seek treatment and/or rehabilitation, unless the accommodation imposes an undue hardship on the Company's business operations. The Company's support for treatment and rehabilitation does not obligate the Company to hire or employ any person who violates the Company's drug and alcohol abuse policy or who, because of current use of drugs or alcohol, is unable to perform their duties or cannot perform the duties in a manner that would not endanger the employee's own health or safety or the health or safety of others.

The Company will keep all information submitted in connection with an employee's enrollment in a drug or alcohol rehabilitation program confidential to the extent permissible by law. Time off for these purposes is unpaid. However, employees wishing to take such leave may utilize their sick leave or accrued paid time off, if applicable.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact their HR Business Partner.

Lactation Accommodations

Employees have the right to request lactation accommodation. The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child each time the employee has need to express milk. If possible, the lactation break time should run concurrently with scheduled meal and rest periods already provided to the employee. If the lactation break time cannot run concurrently with meal and rest periods already provided or additional time is needed, the lactation break time will be unpaid for non-exempt employees.

Employees will be relieved of all work-related duties during any unpaid break. When unpaid breaks or additional time are required, employees should work with their supervisor regarding scheduling and reporting the extra break time.

The Company will provide employees with the use of a room or other location to express milk in private. The lactation room or other location will not be a bathroom and will be safe, clean, free from hazardous materials, in close proximity to the employee's work area, shielded from view and free from intrusion by co-workers and/or the public. This location may be the place where the employee normally works, if applicable. The lactation room will have access to a sink with running water and a refrigerator in close proximity to employee work area. The lactation room or other location will also include a surface on which to place a breast pump or other personal items, a place to sit and electricity or alternative devices (e.g., an extension cord or charging station) needed to operate an electric or battery-powered breast pump. Lactating employees who pump breastmilk will also have access to a sink with running water and a refrigerator or alternative cooling device suitable for storing milk in close proximity to their workspace.

A room or other location identified for lactation may also be used for other purposes. However, during times when an employee is using the location for lactation purposes, that use will take precedence over all other uses. Employees who have questions or concerns related to lactation room scheduling conflicts should contact their supervisor or the People Operations Team. Any non-exempt employee who is not provided with a break as requested to express milk, should immediately contact the People Operations Team.

Lactation is considered a pregnancy-related condition under California law.

Employees who wish to request lactation accommodation should contact the People Operations Team. If the Company cannot provide break time or a location that complies with this Lactation Accommodation policy, the employee requesting the accommodation will be notified in writing.

The Company will not discriminate or retaliate against an employee who requests or uses a lactation accommodation in accordance with this policy or otherwise exercises their rights under California's lactation accommodation law. Employees who feel their lactation accommodation rights have been violated can file a complaint with the California Labor Commissioner's Office.

GENERAL EMPLOYMENT PRACTICES, POLICIES, AND PROCEDURES

Employment Classifications

It is the intent of 24 Hour Home Care to clearly define employment classifications so that employees understand their employment status and benefit eligibility. Please remember that these classifications do not alter the nature of the at-will employment relationship between the Company and employee.

Non-Exempt Employees

Nonexempt employees are employees whose job positions do not meet FLSA or applicable California exemption tests and who are **not** exempt from minimum wage and overtime pay requirements. Nonexempt employees are eligible to receive overtime pay for hours worked in excess of eight hours in any workday and 40 hours in a workweek.

All caregivers and providers are non-exempt employees. Employees should consult their supervisor with any questions or concerns regarding their non-exempt status.

Full-Time Employees

Full-time employees are those who are typically scheduled to work and do work a minimum of 30 hours per week. As a full-time employee, you are eligible for 24 Hour Home Care's benefit package, subject to the terms, conditions and limitations of each benefit program.

Part-Time Employees

Part-time employees are those who are typically scheduled to work and do work less than 30 hours per week. As a part-time employee, you may be eligible for some benefits, subject to the terms, conditions and limitations of each benefit program.

Temporary/Contract Employees

Temporary/Contract employees are typically hired for a specific job assignment or a limited time period depending on workloads. Employment of Record Providers ("EOR Provider") is considered a temporary/contract employee who is hired to provide services to a specific family for a specified amount of time. When the temporary assignment ends, the employment relationship ends. Any EOR Provider may apply with 24 Hour Home Care to become a full-time or part-time employee.

The length of any temporary/contract employment is of a limited duration and determined by 24 Hour Home Care at its sole and absolute discretion.

A change in status (temporary/contract status to full-time or part-time status or vice versa) must be made in writing by the People Operations Team.

Personal Attendant Companion (“PAC Employee”) Working in Private Homes

Personal attendant companion employees work in the private homes of 24 Hour Home Care’s clients. Such an employee is referred to herein as a “PAC Employee.” PAC Employees perform non-medical companionship care for clients who by reason of advanced age, physical disability, or mental deficiency need supervision. When working in the private home of a 24 Hour Home Care client, PAC Employees serve as personal attendants under California Wage Order 15.

During every shift that PAC Employees work for 24 Hour Home Care, they ALWAYS must spend at least 80% of their work time supervising, feeding and dressing 24 Hour Home Care’s clients. Additionally, during every shift PAC Employees work for 24 Hour Home Care, they must NEVER spend more than 20% of their work time on work other than supervising, feeding or dressing 24 Hour Home Care’s clients. Any housekeeping should only relate to areas of the residence that the client uses, and regardless, PAC Employees must never spend more than 20% of their working time per shift on housekeeping.

Non-Personal Attendant Companion (NPAC Employee)”

An employee who does not work in a client’s private home and/or who is not performing the duties of a PAC Employee is referred to as a non-personal attendant companion employee (a “NPAC Employee”).

A change in status (temporary/contract status to full-time or part-time status or vice versa) must be made in writing by the People Operations Team.

No Medical Services Performed

All employees (PAC Employees and NPAC Employees) must not perform medical procedures for clients and must not administer controlled or prescription medication to or for clients. Similarly, employees may not offer medical, nursing or skilled services. No employee has any responsibility to diagnose or medically treat a Client’s illnesses, injuries or changes in medical condition. Additionally, if an employee is a nurse, a certified nursing assistant (“CNA”) or certified home health aide (“CHHA”) employed by 24 Hour Home Care, the employee may only provide non-medical companionship care, and may not use their nurse, CNA or CHHA title; act as a nurse, CNA or CHHA; or perform nursing, CNA or CHHA duties. Finally, employees must comply with all applicable laws and regulations, and all 24 Hour Home Care policies and procedures during the course and scope of their employment with 24 Hour Home Care.

ARIZONA Employees:

All employees working 24 hour shifts (1) will have access to adequate sleeping facilities; (2) receive 8 hours of non-working sleep time per 24-hour shift; (3) notify 24 Hour Home Care, record on their time record, and be paid for any time worked during their eight hours of non-working sleep time; and (4) will receive at least 5 uninterrupted hours of sleep. 24 Hour Home Care will pay the

employee for any hours worked during the sleep time, and for the full 8 hours of sleep time if the employee does not receive 5 consecutive hours of sleep.

BUSINESS ETHICS

Employee Eligibility and Work Authorization

24 Hour Home Care is committed to employing only individuals who are authorized to work in the United States and who comply with applicable immigration and employment law. As a condition of employment, every individual must provide satisfactory evidence of their identity and legal authority to work in the United States within three business days of commencing employment. If the employee cannot verify their right to work in the United States within three business days of employment, the Company will be required to terminate employment immediately.

Job Requirements

When beginning employment with 24 Hour Home Care, employees may be required to fulfill certain requirements necessary for employment. In such cases, it is the employee's responsibility to keep the requirements up to date and inform the office of any changes/updates/renewals of the requirements. Failure to do so may result in disciplinary action, up to and including termination. The Company will make reasonable efforts to inform employees before their requirements are about to expire, in an attempt to provide enough time to update the requirement before the expiration date. It's 24 Hour Home Care's responsibility to keep the information given by the employee confidential and follow all applicable federal, state, and or local laws. If the employee cannot be contacted, is unresponsive, or does not contact the Company concerning the expiration or overlap of the requirements, 24 Hour Home Care may consider the employee to have voluntarily resigned.

Family/Friends/Children/Pets

An employee is not allowed to bring any of the employee's family, friends, children, or pets to a client's home or facility. An employee is not allowed to take the client to the employee's place of residence or family or friend's place of residence.

Romantic and Family Relationships at Work

We will not take any adverse employment action against any employee for engaging in romantic relationships during nonworking hours away from Company premises. However, we will consider such relationships when they affect an employee's job performance, occur during working time or on Company premises or pose a danger of a conflict of interest.

A familial or intimate relationship among employees can create an actual or at least potential or perceived conflict of interest in the employment setting, especially where one relative, spouse, partner, or member of such a relationship supervises another relative, spouse, partner, or member. To avoid this problem, we may refuse to hire or place a relative or other intimately associated individual in a position where the potential for favoritism or a conflict exists.

If two employees marry, become related or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or

other terms or conditions of employment of the other individual. In other cases where a conflict or the danger of a conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of 24 Hour Home Care.

For the purposes of this policy, a "relative" is any person who is related by blood or marriage or whose relationship with the employee is similar to that of persons who are related by blood or marriage (e.g., domestic partnership or civil union status).

Background Checks

The Company recognizes the importance of maintaining a safe, secure workplace with employees who are qualified, reliable, and nonviolent, and who do not present a risk of serious harm to their coworkers 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. Consistent with legal or contractual requirements, the Company 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.

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 federal, state and local laws relating to the use of background checks for employment purposes.

Reference Checks

So that the Company can handle requests for job references in a consistent, fair and lawful manner, all requests for job references should be forwarded to the People Operations Team.

In response to job reference requests, 24 Hour Home Care will only confirm current or former employees' dates of employment and job title. If an employee or former employee submits written authorization, the Company will also provide information regarding salary or wage history.

Access to Personnel Files & Payroll Records

Upon written request, a current or former employee or a designated representative may inspect and receive a copy of the employee's personnel file and records that relate to the employee's performance or to any grievance concerning the employee in the presence of a 24 Hour Home Care representative at a mutually convenient time. Employees may add their version of any disputed item to the file. The Company will comply with a written personnel file request at reasonable intervals and reasonable times within 30 calendar days of the written request. The parties may agree to a date beyond 30 calendar days provided it is not longer than 35 calendar days from the Company's receipt of the written request. For a current and former employees, personnel records will be available for inspection where the employee reports to work or at another location that is mutually agreeable.

Current and former employees also may inspect their payroll records upon written or oral request,

and may request a copy of these records. The Company will comply with written payroll records requests as soon as practicable, but no later than 21 calendar days following the request. Current and former employees who request a copy of their payroll records may be charged a reasonable fee related to the cost of copying the requested documents.

Only authorized members of management and the People Operations Team have access to an employee's personnel file. Only the People Operations Team is authorized to release information about current or former employees on behalf of the Company. However, the Company will cooperate with—and provide access to an employee's personnel file to—law enforcement officials or local, state or federal agencies in accordance with applicable law, or in response to a subpoena, in accordance with applicable law.

Personal Data Changes

To better assist employees and/or their families in the event of personal emergencies, **24 Hour Home Care** needs to maintain up-to-date contact information. The Company is also required by law to do so.

It is **your** responsibility to promptly update your personal data. Such data includes:

- Personal mailing address;
- Telephone number(s);
- Change in marital status;
- Number of dependents and/or change in dependent status;
- Emergency contact information;
- Next of kin and/or beneficiaries;
- Educational accomplishment.

WORKPLACE CONDUCT

Code of Conduct

Each employee has an obligation to follow our Code of Conduct (“Code”) and to observe and follow the Company's policies and to maintain proper standards of conduct at all times. If an individual's behavior interferes with the orderly and efficient operation of a department, corrective disciplinary measures may be taken.

Disciplinary action may include but is not limited to verbal warnings, written warnings, suspension with or without pay, and/or termination. The appropriate disciplinary action imposed will be determined by the Company as allowed by law. The Company does not guarantee that one form of action will necessarily precede another or that any or all forms of discipline will occur prior to termination. The Company may impose any discipline, up to and including immediate termination, if an employee's conduct warrants such action.

The following actions, although not an inclusive list, may constitute grounds for disciplinary action, up to and including immediate termination from the Company: unsatisfactory, unprofessional or unethical work performance; insubordinate behavior; theft, unauthorized removal, unauthorized use, or intentional destruction or damage of the Company's, clients' or others' property, including but not limited to computers, telephones or vehicles; violation of this Handbook's Confidential

Information or other policies; falsifications, misrepresentations, tampering with, or material omissions in reports, time-keeping or other records, employment applications, or other documents; using or possessing alcohol while at work, or possessing, using, distributing, manufacturing, dispensing, purchasing or selling illegal drugs while at work, or reporting to work under the influence of alcohol or illegal drugs; unlawful harassment or discrimination; using abusive, threatening or intimidating language; actual or threatened violence or other altercations; participating in horseplay or practical jokes on Company time or on Company or client premises; unexcused tardiness, absenteeism, leaving work early, or other unexcused deviations from the work schedule; leaving a worksite without permission of the client and an authorized 24 Hour Home Care representative (not including for required meal periods); failing to observe working schedules, including rest and lunch periods; working overtime without authorization or refusing to work assigned overtime; failure to notify or document client issues; accepting gifts or gratuities from clients; failure to respond to communications from clients or the Company; failure to promptly report work-related injury or illness; sleeping or malingering on the job; making or accepting personal telephone calls, except in cases of emergency; violations of laws, regulations or Company policies while working; violation of dress standards; bringing family, friends, or other individuals or pets to a client's home or facility while working for the client; possession or use of a firearm or dangerous weapon that can cause harm to a client or staff member during work hours or while on the Company's or a client's property; or other misconduct.

Absences protected by local, state or federal law do not count as violations of this policy. Protected paid sick time under California and local laws does not count as a violation of this policy. Nothing in this policy is intended to interfere with an employee's rights under the National Labor Relations Act to engage in concerted activity. This statement of prohibited conduct does not alter or limit the policy of at-will employment. Either the employee or the Company may terminate the employment relationship at any time for any reason, with or without cause, and with or without notice. As previously set forth in this Handbook, **only the Company co-founders (or their authorized representatives) have the authority to enter into an employment agreement that alters the fact that the employment relationship is at-will, and any such agreement must be in writing and signed by the Company co-founders (or their authorized representatives).**

Reporting and Anti-Retaliation Policy

We Encourage A Speak Up Culture

Choosing to speak up about workplace concerns helps build a healthy, ethical, and compliant company and is part of our culture. To promote that culture, the Company encourages employees to speak up and raise questions and concerns promptly about any situation that may violate our Code of Conduct, our core values or our policies. At 24 Hour Home Care, our people are our most valuable asset. It benefits all of us if we raise our concerns so the Company may consider them carefully and address them properly.

Follow the Company's Commitment to our and the Law

The Company is deeply committed to promoting a culture of ethical conduct and compliance with:

- Our Code, Core Values, and policies;
- The laws, rules, and regulations that govern our business operations; and
- Best practices in caregiving services.

We expect all of our employees, officers, directors, and agents to follow this commitment in all aspects of their work.

Raise Good Faith Questions and Concerns about Conduct that May Violate our Code

Consistent with our commitment to ethics, compliance, and the law, we welcome your good faith questions and concerns about any conduct you believe may violate our Code, especially conduct that may be illegal, fraudulent, unethical, or retaliatory. For purposes of this policy, and because our Code captures standards of conduct/ethics and compliance at a broad level, references to our “Code” should be read to encompass all of our obligations to perform our jobs in a manner that is consistent with the Company’s policies and procedures, as well as applicable laws.

We promote an environment that fosters honest, good faith communications about matters of conduct related to our business activities, whether that conduct occurs within 24 Hour Home Care, involves one of 24 Hour Home Care’s contractors, suppliers, consultants, or clients, or involves any other party with a business relationship to 24 Hour home Care.

Nothing in this Handbook prohibits an employee 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”), National Labor Relations Board (“NLRB”), Securities and Exchange Commission (“SEC”) or any other federal, state or local agency charged with the enforcement of any laws. Other parts of this Handbook address the confidentiality of the Company’s trade secrets and other proprietary information. You should note that in raising any questions or concerns you may have about potentially illegal conduct, pursuant to the 2016 Defend Trade Secrets Act (DTSA), no individual will be held criminally or civilly liable under Federal or State trade secret law for disclosure of a trade secret (as defined in the Economic Espionage Act) that is: (A) made **in confidence to** a Federal, State, or local government official, either directly or indirectly, or to an attorney, and made **solely for the purpose of** reporting or investigating a suspected violation of law; or, (B) made in a complaint or other document filed in a lawsuit or other proceeding, **if such filing is made under seal** so that it is not made public. And, an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court or arbitration proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order or arbitration award.

Non-Retaliation

Coming forward with questions or concerns may sometimes feel like a difficult decision, but we are committed to fostering an environment that does not deter individuals from speaking up when they observe conduct that may violate our 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 our Code, our policies, or the laws and regulations under which we do 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 (**e.g., the Securities and Exchange Commission, EEOC, or**

Department of Labor), 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;
- Excluding an employee from important meetings;
- 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.

It is the Company's policy to adhere to all applicable laws protecting our employees against unlawful retaliation or discrimination as a result of their raising good faith questions or concerns. If you are ever aware of an instance or threat of retaliation, please immediately report it.

How to Raise Questions and Concerns

Employees can submit their good faith questions or concerns about conduct they believe may violate our Code, our policies or the laws and regulations under which we do business to:

- Their supervisor or manager
- Head of People Operations Team
- People Operations Team

When an employee raises a concern, the Company will maintain confidentiality to the fullest extent possible, consistent with applicable legal requirements and the need to conduct an adequate investigation or review. Please note that employees can submit concerns anonymously and confidentially to the Head of People Operations Team.

When raising concerns, we 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.

Please note as well that 24 Hour Home Care does not prohibit anyone from electing to report concerns to, make lawful disclosures, provide documents or other information to or communicate with the Equal Employment Opportunity Commission (“EEOC”), National Labor Relations Board (“NLRB”), Securities and Exchange Commission (“SEC”) or any other federal, state or local 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 one of these agencies.

What 24 Hour Home Care Will Do

24 Hour Home Care 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. Note that an investigation into concerns raised is not an indication that they have either been confirmed or rejected. The Company 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. The Company also expects that employees will provide truthful information when participating in an investigation.

Remember, all good faith concerns and reports raised under this policy will be taken seriously.

Adherence to This Policy

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 termination.

Dispute Resolution Process

24 Hour Home Care values employees as its most important resource and places a high priority on ensuring fair and consistent treatment. The Company is committed to creating an environment of mutual trust and professionalism where problems can be fairly resolved through an interactive process that encourages better communication at all levels.

Employees are encouraged to work with their management to achieve resolution concerning any problems impacting the employee’s work. Employees needing additional assistance should contact the People Operations Team for advice and assistance regarding work-related issues.

This Dispute Resolution Process includes four possible processes for resolving employee disputes.

1. Informal Review
2. Administrative Officer Review
3. Management Appeals Committee
4. Binding Arbitration

Informal Review

The employee should first try to resolve the problem or grievance with their immediate manager. If an informal resolution is not reached, a written grievance may be completed by the employee, signed and presented to their immediate manager. A written response will generally be returned within 7 working days to the employee. The Company reserves the right to extend this period based on the complexity of the issues presented or other relevant factors. If the employee is not satisfied with the response, they may proceed to the Administrative Officer Review if the issue qualifies as an eligible claim.

For the Administrative Officer Review and Management Appeals Committee (MAC) processes, the only claims which may be brought are claims alleging that a specific employment action, such as demotion, discipline, or termination, violated a specific applicable company policy. The Administrative Officer Review and MAC processes are **not** available to address claims involving verbal counseling or other actions taken pursuant to management's right and discretion in counseling.

Administrative Officer Review

The employee may appeal the decision of their immediate manager by notifying the People Operations Team Director within 5 working days of receiving the immediate manager's decision, who will review and investigate the complaint. The HRD will select an Administrative Officer (AO), typically the employee's next level manager or Regional Director, and review the issue, make a decision and present the employee with a written response generally within 10 working days. The Company reserves the right to extend this period based on the complexity of the issues presented or other relevant factors. If the matter is not resolved to the satisfaction of the employee, they may proceed to the Management Appeals Committee.

Management Appeals Committee

An employee who is not satisfied with the decision rendered during the Administrative Officer Review may appeal the decision to the Management Appeals Committee (MAC) within 10 working days after the delivery to the employee of the written decision of the AO. The MAC is composed of two management employees designated by the HRD, which is typically comprised of the COO and a Regional Director who is different from the Regional

Director who acted as the AO. A MAC hearing will be conducted and a written decision will be issued generally within 10 working days after the MAC hearing has concluded. The Company reserves the right to extend this period based on the complexity of the issues presented or other relevant factors.

The Company hopes and expects that most concerns by employees will be resolved swiftly by using its internal processes, without the need to resort to arbitration.

CONFIDENTIAL INFORMATION

Employees may have access to 24 Hour Home Care confidential, proprietary or trade secret information. This information may include but is not limited to client contact, medical, financial or other information; company procedures, pricing or other financial information; computer files, programs and software; legal opinions or memoranda; referral contacts, sources and information; proprietary training materials; and business development and marketing strategy.

These types of information, and any information not generally known outside 24 Hour Home Care that would be valuable to a competitor, are valuable, confidential and the exclusive property of 24 Hour Home Care. Employees must not use or disclose this information either during or after their employment with 24 Hour Home Care. **This prohibition includes but is not limited to the requirement that employees may not use 24 Hour Home Care’s confidential, proprietary or trade secret information to solicit 24 Hour Home Care’s clients, employees or referral sources during or after their employment with 24 Hour Home Care.**

Employees also must not use or disclose any confidential, proprietary or trade secret information of any of their former or concurrent employers in the employees’ performance of their work with 24 Hour Home Care. 24 Hour Home Care strictly prohibits any such use or disclosure of others’ confidential, proprietary or trade secret information.

Nothing in this section is intended to infringe on employee rights under Section seven of the National Labor Relations Act.

PERSONAL APPEARANCE

Dress Code

Employees should maintain a professional appearance and wear attire that represents 24 Hour Home Care within the community in the best possible light. Employees are expected to dress professionally and appropriately for their work environments.

Acceptable Attire

Scrubs, shirts, knit tops, sweaters, blouses, vests worn over a shirt, top or blouse, skirts, slacks, pantsuits, suits, dresses, sports jackets, footwear covering the majority of the foot, and non-excessive jewelry.

Unacceptable Attire

Tank tops, halter tops, cutoffs, strapless or tops revealing the midriff, sandals, work boots, flip flops, athletic, gym or beachwear, hats or head covering unless required for religious/cultural or ethnic/racial purposes, or due to a disability, pierced body parts other than earrings worn on the ears, or any clothing that is, or borders on being provocative or excessive. Provocative may include but is not limited to garments which are very tight fitting such as those made of spandex or similar materials, revealing or sheer fabrics, low-cut tops or excessively short garments or garments worn without appropriate undergarments.

Grooming

All employees are expected to maintain the highest level of cleanliness, personal grooming and hygiene. If an employee shaves, then the employee’s facial hair should be clean-shaven or trimmed. If an employee does not shave, facial hair should be clean. Portions of the feet exposed in footwear must be clean and well groomed. Perfume, cologne, and aftershave should be used in moderation. Employees attending to the personal care of a 24 Hour Home Care client should not wear artificial nails as it could present a safety hazard. Employees dealing in person with the public, clients or anyone outside of 24 Hour Home Care must cover any visible tattoos to the maximum extent allowed by law.

Company management in its sole discretion as allowed by law will make the final determination as to the appropriateness of an employee's dress, appearance and hygiene. Employees should consult with Company management if they have questions as to what constitutes appropriate attire, appearance, hygiene or this policy in general. Non-compliance with this policy may be grounds for discipline up to and including termination of employment.

Employees who need a reasonable accommodation because of religious beliefs, observances or practices should contact their supervisor and discuss the need for accommodation. The Company will reasonably accommodate exceptions to this policy if required to so under federal, state, or local law.

No element of this policy is intended to or will be enforced to violate any legally protected characteristic or practice. If employees have concerns or questions about the use or enforcement of this policy, they should contact Company management as soon as possible.

ATTENDANCE, TIMEKEEPING, AND PAYROLL

Attendance and Punctuality

The Company expects employees to be at their designated work location on time and on schedule. Personal issues requiring time away from work should be scheduled during non-working hours when possible.

To the maximum extent permitted by law, if an employee will be late, must leave early, or is unable to work as scheduled, the employee must call an authorized 24 Hour Home Care representative 72 hours **before** the scheduled shift time (unless it is impracticable to do so under the circumstances), so the 24 Hour Home Care representative can find a suitable replacement. 24 Hour Home Care is a 24 hour operation and the Company maintains a phone for all calls any time of the day or night. The employee (not a friend or a family member) must notify the Company regarding any tardiness and/or missed shifts. **Employees who no-call/no-show to an assigned shift or assignment, barring extenuating circumstances, will be subject to disciplinary action, up to and including termination.** To the maximum extent allowed by law, if an employee is absent from work for three or more days, the employee may be required to provide a written doctor's note. Unexcused absences and/or excessive tardiness may subject the employee to disciplinary action, up to and including termination.

If an employee shows up late to an assignment, the employee should stay only for the scheduled timeframe; the employee should not extend their shift due to tardiness unless the client permits. In such circumstances where a client requests that an employee stay beyond their scheduled shift, the employee must obtain permission from the Company to extend the employee's shift before the end of the shift.

To the maximum extent permitted by law, if an employee will be absent for a significant amount of time or has a pre-scheduled appointment/family visit/personal matter, they are required to notify a 24 Hour Home Care representative fourteen (14) days in advance so alternate shift coverage can be arranged.

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 or similar state laws, and time off or leave specifically approved by the Company as an accommodation under the Americans with Disabilities Act 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, the Company 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 supervisor or an HR Business Partner 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 been mistakenly 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 their manager or the People Operations Team. The Company will investigate the situation and any errors will be corrected. Employees who fail to report for work or are unresponsive to contact requests for available work assignments from the Company without any notification to their supervisor and whose absence continues for a period of three days (No Call/No Show) may be considered to have abandoned and voluntarily terminated their employment, absent extraordinary circumstances.

Work Schedules

Employees should provide the Company with a schedule of availability, and the Company will make reasonable efforts according to applicable law to provide employees with work which meets the Company's, employees', and clients' needs.

The Company's **workweek** will start at 12:00 a.m. on Monday and end at 11:59 p.m. on Sunday. The Company's **workday** will begin at 12:00 a.m. and end at 11:59 p.m. the same day.

All employees are expected to be at their designated work assignment/location at the start of their scheduled shift, ready to perform their work.

Supervisors will schedule meal and rest periods as appropriate. The Company complies with federal and California law in this regard. Employees should review the Company's Meal and Rest Period policy for further information.

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.

On occasion an employee's confirmed work assignment may be cancelled due to a client's emergency, death, major illness, or other situation. If this circumstance occurs, the Company will make reasonable efforts according to applicable law to find new work for the same time frame within the same area of the employee's cancelled assignment. However, either initially or in cases

of cancellations, the Company does not guarantee employment, assignments, schedules, or days or hours of work.

In alignment with the Company’s primary means of communication with employees, employees are required to maintain an active email and phone line. Employees are required to keep the Company up-to-date on any changes in their availability and contact information. The Company relies on this contact information to communicate and offer available work assignments to employees. If an employee is unresponsive to contact requests for available work assignments from the Company and has not provided notification, to the maximum extent permitted by law, the Company may assume that the employee has abandoned their position and may be treated as having voluntarily resigned

On Call Procedures

24 Hour Home Care is committed to serving clients twenty-four hours a day, seven days a week, three hundred and sixty-five days a year for all inquiries, schedule changes, and/or emergencies. To limit the amount of unnecessary calls, only call the emergency on-call phone outside of normal business hours for the following reasons:

- Client emergency
- Employee emergency
 - When returning a 24 Hour Home Care representative’s call, normal business hours are Monday-Friday, 8:00 a.m. -5:00 p.m.

Meal and Rest Periods (Not applicable to PAC employees)

Meal Periods

The Company provides at least a 30-minute meal period to NPAC Employees who work more than five hours and a second 30-minute meal period to NPAC Employees who work more than 10 hours in a workday, unless they have elected to waive a meal period in accordance with the Company’s policy and state law. NPAC Employees who work more than 10 hours in a day may voluntarily waive their second meal period if they took their first meal period and if their total hours worked for the day is no more than 12 hours. Any such waivers must be in writing and discussed in advance. NPAC Employees wishing to waive such a meal period should contact 24 Hour Home Care management. NPAC Employees are relieved of all of their duties during meal periods and are allowed to leave the premises.

The Company provides meal periods to NPAC Employees as follows:

Number of Actual Hours Worked Per Shift	# Meal Periods	Comments:

0 to ≤ 5.0	0	A NPAC Employee who does not work more than five hours in a workday is not provided with a meal period.
> 5.0 to ≤ 10.0	1	A NPAC Employee who works more than five hours in a workday, but who does not work more than ten hours in a workday, is provided with a 30-minute meal period available before working more than five hours, subject to any meal period waiver in effect.
> 10.0	2	A NPAC Employee who works more than ten hours in a workday is provided with a second 30-minute meal period available before working more than ten hours, subject to any meal period waiver in effect. The meal period waiver will be invalidated if the employee works more than 12 hours.

The Company does not pay non-exempt employees for meal periods, and consequently, non-exempt employees must accurately record the start and stop times of their meal periods.

Additionally, when the nature of the work prevents a NPAC Employee from being relieved of all duty, 24 Hour Home Care and a NPAC Employee may enter into a written agreement providing for an on-duty meal period. A NPAC Employee may revoke such an on-duty meal period agreement in writing at any time. Please contact your supervisor or a HR Business Partner if you believe that an on-duty meal period is appropriate for your work circumstances.

Rest Periods

NPAC Employees are authorized and permitted to take a 10-minute paid rest period (break) for every four hours worked, or major fraction thereof. Employees are relieved of all of their duties during rest periods and are allowed to leave the premises. The Company authorizes and permits rest periods for NPAC Employees as follows:

Number of Actual Hours Worked Per Shift	# of 10 Minute Rest Periods	Comments
0 to < 3.5	0	A non-exempt NPAC Employee who works less than 3.5 hours in a workday is not entitled to a rest period.
3.5 to ≤ 6	1	A non-exempt NPAC Employee who works between 3.5 and 6 hours in a workday is entitled to one 10-minute rest period.
> 6.0 to ≤ 10.0	2	A non-exempt NPAC Employee who works more than 6 hours in a workday but who does not work more than 10 hours in a workday is entitled to two 10-minute rest periods.

> 10.0 to ≤ 14.0	3	A non-exempt NPAC Employee who works more than 10 hours in a workday but who does not work more than 14 hours in a workday is entitled to three 10-minute rest periods.
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Whenever practicable, rest periods should be taken near the middle of each four-hour work period. Employees may not accumulate rest periods or use rest periods as a basis for starting work late, leaving work early, or extending a meal period.

Because rest periods are paid, non-exempt NPAC Employees need not record their rest periods as they would meal periods.

Responsibilities

Supervisors are responsible for administering their department’s meal and rest periods.

Any non-exempt NPAC Employee who is not provided with a meal period or authorized and permitted to take a rest period pursuant to the terms of this Policy is immediately entitled to a meal or rest period premium. Supervisors will be responsible for authorizing meal or rest period premiums. Any supervisor who knows or should reasonably know that a meal or rest period was not provided in accordance with this Policy should arrange for a premium to issue to the employee. Employees are responsible for reporting to their supervisor any meal period that was not provided or any rest period not authorized and permitted where the supervisor would have no reason to otherwise know of this fact. Any employee who feels they are owed a premium as a result of this Policy, but have not received the premium should report the missing premium immediately to their supervisor or an HR Business Partner.

Timekeeping

Accurately recording time worked is the responsibility of every non-exempt employee. Federal and State laws require the Company to keep an accurate record of time worked for non-exempt employees in order to calculate employee pay and benefits. This includes the time employees work each day, including arrival, departure and meal break time.

Non-exempt employees must accurately report *all* time worked and must *not* work any time that is not authorized by their supervisors. This means non-exempt employees must not start work early, finish work late, work during a meal period or perform any other extra or overtime work unless directed to do so. Upon the completion of a shift, employees must immediately submit their time records as directed by their managers, either online, by telephone or in writing. Any errors in your timesheets must be reported immediately to your supervisor. Employees who have questions about when or how many hours they are expected to work should contact their supervisor.

It is a violation of the Company's 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. **To be clear, off the clock work is prohibited.** 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 a supervisor or HR Business partner. Altering, falsifying, tampering with time records, or recording time for another employee will result in disciplinary action, up to and including termination.

Further, employees should leave a client's home or other worksite when the employee's shift ends. Employees should not remain at a client's residence or other worksite during non-working hours. However, if an employee remains at a client's residence during non-working hours, the employee understands and agrees that (1) the employee is not working or on call during this time; (2) the employee is relieved of all duties and not required to remain on the premises or respond to the client during non-working hours; and (3) the employee can leave the premises at any time and for any duration during the employee's non-working hours. Employees agree to notify 24 Hour Home Care immediately and record any time worked during non-working hours. 24 Hour Home Care will pay employees for any hours worked during non-working hours.

In the event that travel, training, or other non-hours worked exceed pre-authorized times, employees must immediately report excess travel or training time to their supervisors.

Timesheets

If a client requires a timesheet be turned in every week, the employee can fax, mail, or email their timesheet to the closest 24 Hour Home Care office by 12:00 a.m. on Monday.

Overtime

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime. The following rules apply in those circumstances.

PAC Employees are entitled to overtime of 1.5 times their regular rate of pay for all hours worked above 9 hours in a workday and for all hours worked above 40 hours in a workweek pursuant to California and federal law.

NPAC Employees will be paid 1.5 times their regular rate of pay for all hours worked in excess of 40 hours in any workweek, for all hours worked in excess of eight hours up to and including 12 hours in any workday and for the first eight hours worked on the seventh consecutive day of work in a workweek. Additionally, NPAC Employees will be paid double their regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight hours on the seventh consecutive day of work in a workweek. Paid time off such as sick pay, holiday pay and 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 supervisor. Working overtime without prior authorization may result in disciplinary action.

ARIZONA PAC Employees are entitled to overtime of 1.5 times their regular hourly rate for all hours worked above 40 hours in a workweek pursuant to the federal Fair Labor Standards Act. Arizona and Texas PAC Employees are not entitled to meal or rest periods or any other overtime not listed in this section.

Payment of Wages

The Company will have employee paychecks available on scheduled paydays. If the scheduled payday falls on a holiday, the Company will pay employees on the next working day. If an employee does not receive their paycheck or the paycheck is lost, the employee must report it to

their supervisor of a HR Business Partner or the People Operations Team immediately so that the office can issue a new check. 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.

The rate of compensation for each shift will be set depending on the employee's experience, needs of the client, the amount of hours per day, days per week, and other factors to be determined by the Company as allowed by law. The compensation will be set by the Company before the shift is confirmed with the client, and if the amount is not agreeable, the employee has the right to refuse the shift.

Paycheck Deductions

The Company is required by California and federal laws to make certain deductions from employees' paychecks each pay period. Such deductions typically include federal and state income taxes, Social Security or wage garnishments. Depending on the benefits employees choose, deductions expressly authorized in writing by the employee to cover insurance premiums or other benefit premiums may also occur.

The Company will not make any deduction from an employee's wages which is not either authorized by the employee in writing or permitted by California or federal law. The amount of all deductions will be listed on an employee's pay stub.

Reporting Errors and Obtaining More Information

If any employee has questions about deductions from their pay, believes they have been subjected to improper deductions or believes that the amount paid does not accurately reflect the employee's total hours worked or salary, the employee should contact a supervisor or the People Operations Team.

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.

The Company complies with California and federal law, 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.

Discussion of Wages

No employee is prohibited from disclosing the amount of their wages. The Company will not terminate, demote, suspend, or otherwise discriminate or retaliate against an employee who makes such a disclosure or because an employee exercises their rights, or aids or encourages other employees in exercising their rights, under California's Equal Pay Law.

This policy does not require disclosure of wages.

Travel and Reimbursement

The Company will reimburse employees for reasonable business travel expenses incurred while

on assignments. All business travel must be approved in advance. Once approved, employees should make travel arrangements and seek reimbursement in accordance with the guidelines in this policy.

When approved, the actual cost of travel, meals, lodging and other expenses directly related to accomplishing business travel objectives will be reimbursed by the Company. Employees are expected to limit expenses to reasonable amounts.

Employees should ask their supervisor or the People Operations Team for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses or any other business travel issues.

Nonexempt employees will be paid for travel time in accordance with Company policy and with federal and state wage and hour laws.

Abuse of this travel expense policy, including falsifying expense reports to reflect costs not incurred by the employee, may result in disciplinary action, up to and including termination of employment.

CONFLICTS OF INTEREST

Ethics is a core value at 24 Hour Home Care. The Company expects our employees to be ethical when working with clients, colleagues, business partners, and 24 Hour Home Care. If exposed to confidential or sensitive health information concerning clients, employees are expected to keep the information private and confidential. Employees are also expected to adhere to the Company's Confidential Information policy and must keep confidential any proprietary or trade secret information learned about 24 Hour Home Care's business operations.

Employees have an obligation to conduct business and provide services within guidelines that prohibit actual or potential conflicts of interest. The following are examples of prohibited conflicts of interest:

- 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 the Company;
- 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 services for the Company; or
- 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 finds that they have, or are 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, the employee should promptly discuss the matter with a HR Business Partner 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.

Employees owe a duty of loyalty to 24 Hour Home Care in performing work for 24 Hour Home Care. Accordingly, during their employment with 24 Hour Home Care, to the maximum extent permitted by law, employees must avoid any actual, perceived or potential conflicts of interest, including but not limited to working privately for an existing 24 Hour Home Care client; working for a competing business or starting employee's own business to compete with 24 Hour Home Care; working with or advising a competing business or vendor of 24 Hour Home Care; or holding an ownership interest in any entity (except publicly traded companies) that does or seeks to do business with 24 Hour Home Care, without first disclosing and receiving express written permission from 24 Hour Home Care's management. To the maximum extent permitted by law, 24 Hour Home Care in its discretion will determine what constitutes an actual, perceived or potential conflict of interest, and employees should contact 24 Hour Home Care with any questions about actual, perceived or potential conflicts of interest.

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 National Labor Relations Act, which includes the right of employees to organize collectively and to speak with others about their terms and conditions of employment.

Outside Employment

The Company respects each employee's right to engage in activities outside of employment such as those that are of a personal or private nature, to the extent that such activities do not create a conflict of interest as described in the Conflicts of Interest policy set forth in this Handbook or adversely affect the employee's ability to perform their job. Under certain circumstances, however, if an employee's personal conduct adversely affects performance on the job, or begins to make it impossible for the employee to carry out any or all job duties while at work, appropriate disciplinary action up to and including termination of employment may be appropriate.

An example of an activity that might adversely affect an employee's ability to perform their job duties is outside employment. While the Company does not prohibit employees from holding other jobs, the following types of outside employment are prohibited:

- 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 the Company;
- Employment that requires employees to conduct work or related activities during working times or using any of the Company's tools, materials or equipment; and

- Employment that directly or indirectly competes with the business or the interests of the Company.

For the purposes of this policy, self-employment is considered outside employment. The Company will not assume any responsibility for employees' outside employment. Specifically, 24 Hour Home Care will not provide workers' compensation coverage or any other benefit for injuries occurring from, or arising out of, such outside employment.

TIME AWAY FROM WORK

24 Hour Home Care recognizes that employees may need to be away for a variety of reasons. Therefore, the Company provides time off—both paid and unpaid— or additional pay to eligible employees for the following situations:

- Holiday Pay;
- Sick Leave;
- Personal Leave;
- Family and Medical Leave;
- Pregnancy and Pregnancy-Related Disabilities Leave and Accommodation;
- Family Military Leave;
- School or Day Care Activities Leave;
- School Discipline Leave;
- Bereavement Leave;
- Bone Marrow Donor Leave;
- Organ Donor Leave;
- Military Leave;
- Emergency Responder Leave;
- Time off for CWCAP Emergency Response (Civil Air Patrol Leave);
- Jury and Witness Duty Leave;
- Domestic Violence, Sexual Assault or Stalking Victim Leave;
- Crime Victim Leave for Certain Felonies;
- Leave To Attend Court Proceedings for Serious Crimes;

- Voting Leave; and
- Election Officer Leave

Holiday Pay

Because of the nature of 24 Hour Home Care’s business, it must operate 24/7 365 days a week. Employees can be scheduled to work holidays. Holiday pay will be offered as follows:

Senior Care Caregivers

The Company will pay non-exempt Senior Care Caregiver Employees 1.5 times their regular hourly wage as holiday pay, plus overtime in accordance with this Handbook’s overtime policy, as applicable, for work performed on the following holidays: New Year’s Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

To be eligible for holiday pay, employees must be regularly scheduled to work on the day on which the holiday falls. Employees who are on a continuous leave of absence are not eligible to receive holiday pay.

Paid Sick Leave Policy

Employees may use earned paid sick time for themselves or for immediate family members in the following circumstances:

- Medical care or mental or physical illness, injury, or health condition
- A public health emergency
- Absence due to domestic violence, sexual violence, abuse or stalking

24 Hour Home Care defines "immediate family" as any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage including spouse, parent, grandparent, child, brother, sister, stepparent, stepchild, stepbrother, stepsister or domestic partner.

If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification to 24 Hour Home Care and shall make a reasonable effort to schedule the use of earned paid sick time in a manner that does not unduly disrupt the operations of the Company. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable to 24 Hour Home Care. All paid sick leave requests must be submitted in writing through **Paylocity or a Time Off Request Form**.

For earned paid sick time of three or more consecutive work days, 24 Hour Home Care may require reasonable documentation. Documentation signed by a health care professional indicating that earned paid sick time is necessary shall be considered reasonable documentation.

Upon termination, employees will not be paid out for any accrued, unused sick leave.

Location	Accrual	Accrual Cap	Usage Cap
CA & AZ	1 hour per 30 hours worked	80 hrs; carry over year to year	40 hrs per year

California & Arizona employees: California and Arizona employees will accrue 1 hour of paid sick time for every 30 hours worked and may use up to 40 hours of paid sick leave in a calendar year.

An employee's total accrued paid sick time is capped at 80 hours. Accrued paid sick leave carries over from year to year, but is limited to the aforementioned cap. Upon termination, employees will not be paid out for any accrued, unused sick leave.

An employee's total accrued paid sick time is capped at 64 hours. Accrued paid sick leave carries over from year to year, but is limited to the aforementioned cap. Upon termination, employees will not be paid out for any accrued, unused sick leave.

Personal Leave

Requests for personal leave will be considered and evaluated on an individual basis. Unpaid leaves may be granted for up to **180 days** for **Caregivers who have completed at least 90 days of service**.

Approval or denial of such requests will be entirely at the Company's discretion. In determining the feasibility of granting such requests, factors such as the purpose of the requested leave, availability of coverage for job responsibilities during the requested leave, previous absences, length of employment, prior work records and performance and similar considerations will be considered. Such requests must be submitted to the People Operations Team.

An employee's benefits will typically cease during a personal leave of absence lasting **180** or more days. Consult with the People Operations Team.

The Company will attempt to return an employee to their former position or a comparable position upon return from personal leave, at our discretion. Given changing business needs, however, no guarantee of reinstatement can be made.

Employees on leave are asked to confirm their return date at least two weeks before they return to work. Any requests for additional leave must be made as soon as possible. Employees on leave who do not return as scheduled, and fail to request an extension or cannot show good reason why an extension should be granted, will be considered to have voluntarily terminated their employment as of the day the original leave expired.

Family and Medical Leave (FMLA) & California Family Rights Act (CFRA)

The Company will grant family and medical leave in accordance with the requirements of applicable state and federal 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/CFRA Leave." Where both the CFRA and Fed-FMLA apply, the leave provided by each will count against the employee's entitlement under both laws and must be taken concurrently. An employee who is eligible for leave under only one of these laws will receive benefits in accordance with that law only. In any case, employees will be eligible for the most generous benefits available under applicable law. No greater or lesser leave benefits will be granted than those set forth in such state or federal laws. In certain situations, the federal law

requires that provisions of state law apply. In any case, employees will be eligible for the most generous benefits available under applicable law.

Please contact your supervisor or the People Operations Team as soon as you become aware of the need for a FMLA/CFRA Leave. Employees are expected to provide prompt notice to the Company of any change(s) to an employee's condition or return to work date. Accepting or continuing other employment while on leave that is contrary to the restrictions indicated by your FMLA/CFRA certification, or filing for unemployment insurance benefits while on leave may be treated as a voluntary resignation from employment.

Employee Eligibility

To be eligible for FMLA/CFRA Leave benefits, you must: (1) have worked for the Company for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months as of the start of the leave; and (3) work at a location (i.e. the Company) where at least 50 employees are employed by the Company within 75 miles, as of the date the leave is requested.

Reasons for Leave

State and federal laws allow FMLA/CFRA Leave for various reasons. Because an employee's rights and obligations may vary depending upon the reason for the FMLA/CFRA Leave, it is important to identify the purpose or reason for the leave. FMLA/CFRA Leave may be used for one of the following reasons:

- 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 the fact that a spouse, child, or parent (a) who is a reservist is deployed to a foreign country on active duty as ; or (b) a member of the Armed Forces who is on, or is called to, active duty in a foreign country ("Military Emergency Leave"); or
- To care for a spouse, child, parent or next of kin (nearest blood relative) who is (a) an Armed Forces member (including the military reserves and National Guard) undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list with 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 his or her military duties; or (b) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released there from under conditions other than dishonorable (a "veteran" as defined by the Department of Veteran Affairs) and who has a serious 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 ("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, and for Fed-FMLA only, 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 FMLA Leave is to commence. "Child," for purposes of Qualifying Exigency 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 Qualifying Exigency 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 (1) 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 (2) 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 (1) 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 his or her military duties; or (2) 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 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 a husband or wife. Husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law 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 definition includes an individual in a same-sex or common law marriage that either (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state. For purposes of CFRA leave, a spouse includes a registered domestic partner or same-sex partners in marriage.

"Key employee" means a salaried Fed-FMLA Leave eligible employee who is among the highest paid 10 percent of all the employees employed by the employer within 75 miles of the employee's worksite at the time of the Fed-FMLA leave request.

"Serious health condition" means an illness, injury (including, but not limited to, on-the-job injuries), impairment or physical or mental condition that involves either:

- Inpatient care (including, but not limited to, substance abuse treatment) in a hospital, hospice or residential medical care facility, including any period of incapacity (that is, inability to work, attend school or perform other regular daily activities) or any subsequent treatment in connection with this inpatient care; or
- Continuing treatment (including, but not limited to, substance abuse treatment) by a health care provider that includes one or more of the following:
 1. A period of incapacity (that is, inability to work, attend school or perform other regular daily activities due to a serious health condition, its treatment or the recovery that it requires) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves treatment two or more times via an in-person visit to a health care provider, or at least one visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider.
 2. Any period of incapacity due to pregnancy or prenatal care (under the Fed-FMLA, but not the CFRA).
 3. Any period of incapacity or treatment for incapacity due to a chronic serious health condition that requires periodic visits to a health care provider, continues over an extended period of time and may cause episodic incapacity.
 4. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective, such as Alzheimer's, a severe stroke and the terminal stages of a disease.
 5. Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider either for (a) restorative surgery after an accident or other injury; or (b) a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

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

"Qualifying exigency" is defined by the Department of Labor and generally includes events related to short-notice deployment, military ceremonies, support and assistance programs, changes in childcare, school activities, financial and legal arrangements, counseling and post-deployment activities. Qualifying Exigency Leave may also be used to spend up to 15 days with military members who are on short-term, temporary, rest and recuperation leave during their period of deployment

Length of Leave

The maximum amount of FMLA/CFRA Leave will be twelve (12) workweeks in any rolling 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave. However, if both spouses work for the Company 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. A 12-month period begins on the date of your first use of FMLA/CFRA Leave. Successive 12-month periods commence on the date of your first use of such leave after the preceding 12-month period has ended.

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

When CFRA leave is for the birth or placement of a child and both parents work for the Company, they will each be allowed up to 12 weeks of CFRA leave within 12 months of the child's birth or placement. CFRA leave for Bonding Leave does not have to be taken in one continuous period of time, but the minimum duration is two weeks. However, the Company will grant a request for CFRA leave lasting less than two weeks' twice during the 12 week period. Additional requests for Bonding Leave lasting less than two weeks may be directed to the People Operations Team and will be considered on a case-by-case basis depending on the needs of the Company. If the request is granted, the Company may require the employee to transfer temporarily to an available alternative position. Bonding Leave must be concluded within one year of the birth or placement of the child.

Pregnancy Related Disability

CFRA leave is not available when an employee is disabled by pregnancy, childbirth or a related condition. However, employees disabled by pregnancy, childbirth or a related medical condition may be entitled to pregnancy disability leave under California law and the Federal FMLA. Federal FMLA leave will generally run concurrently with pregnancy disability leave. CFRA leave is in addition to and will not run concurrently with leave taken in accordance with California's pregnancy disability leave law. (See below).

Intermittent Leave

Under some circumstances, you may take FMLA/CFRA Leave intermittently, which means taking leave in blocks of time, or by reducing your normal weekly or daily work schedule. An employee may take leave intermittently or on a reduced schedule whenever it is medically necessary to care for the employee's child, parent, spouse, registered domestic partner or registered domestic partner's child with a serious health condition or because the employee has a serious health condition. The medical necessity of the leave must be determined by the health care provider of the person with the serious health condition. Intermittent or reduced schedule leave may also be taken for absences where the employee or their family member is incapacitated or unable to perform the essential functions of the job because of a chronic serious health condition, even if the person does not receive treatment by a health care provider. Leave due to military exigencies may also be taken on an intermittent or reduced leave schedule basis.

Leave taken intermittently may be taken in increments of no less than 1 hour. Employees who take leave intermittently or on a reduced work schedule basis for planned medical treatment must

make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations. Please contact the People Operations Team or your supervisor prior to scheduling medical treatment. If CFRA Leave is taken intermittently or on a reduced schedule basis due to planned medical treatment, the Company may require employees to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If an employee using intermittent leave or working a reduced schedule finds it physically impossible to start or stop work mid-way through a shift in order to take CFRA leave and is therefore forced to be absent for the entire shift, the entire period will be counted against the employee's CFRA entitlement. However, if there are other aspects of work that the employee is able to perform that are not physically impossible, then the employee will be permitted to return to work, thereby reducing the amount of time to be charged to the employee's CFRA entitlement. When an employee who has been approved for intermittent leave seeks leave time that is unforeseeable, the employee must specifically reference either the qualifying reason for leave or the need for FMLA/CFRA Leave at the time the employee calls off.

Work Related Injury or Illness/Disability Accommodation

To the extent required by law, some extensions to leave beyond an employee's FMLA/CFRA entitlement may be granted when the leave is necessitated by an employee's work-related injury/illness or a "disability" as defined under the Americans with Disabilities Act ("ADA") and/or Fair Employment and Housing Act ("FEHA"). The Company will engage in an interactive process to determine whether an extension of leave would be a reasonable accommodation under the ADA/FEHA. Certain restrictions on these benefits may apply.

Notice and Certification

Employees who wish to take planned family or medical leave must notify the People Operations Team with reasonable promptness when they become aware of the need for leave and should identify the planned dates of the leave. The Company may require employees to provide written notice of the need for leave, except where written notice is not possible because of the need for immediate health care consultation or treatment.

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

Employees are required to provide:

- 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 within the time prescribed by the Company's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;
- When the leave relates to issues, a completed Certification of Health-Care Provider from 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 People Operations Team. At the Company's expense, the Company may also require a second or third medical opinion regarding your own serious health condition. Employees are expected to cooperate with the Company in obtaining additional medical opinions that the Company may require.

When leave is for planned medical treatment, you must try to schedule treatment so as not to unduly disrupt the Company's operation. Please contact your supervisor or the People Operations Team prior to scheduling planned medical treatment.

Recertification After Grant of Leave

In addition to the requirements listed above, if an employee's Fed-FMLA leave is certified, the Company may later require medical recertification in connection with an absence that the employee reports as qualifying for Fed-FMLA leave. For example, the Company may request recertification if (1) the employee requests an extension of leave; (2) the circumstances of the employee's condition as described by the previous certification change significantly (e.g., employee absences deviate from the duration or frequency set forth in the previous certification; employee's condition becomes more severe than indicated in the original certification; employee encounters complications); or (3) the Company 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 the Company will be at the employee's expense. In addition to the requirement listed above, a recertification under the CFRA may only be requested at the expiration of the time period in the original certification for time off for the employee's own serious health condition.

If an employee does not produce the recertification as requested, the leave will not be CFRA protected.

Military Emergency Leave Requirements

Employees are required to provide:

- 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
- 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 People Operations Team.

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 you fail to return to work at your leave's expiration and have not obtained an extension of the leave, the Company may presume that you do not plan to return to work and may voluntarily terminate your employment. **[NOTE: EXTENSIONS OF LEAVE MAY BE PROVIDED AS A REASONABLE ACCOMMODATION UNDER THE ADA.]**

Compensation During Leave

Generally, FMLA/CFRA Leave is unpaid. However, you may be eligible to receive benefits through State-sponsored wage-replacement benefit programs. If you are eligible to receive these benefits, you may also choose to supplement these benefits with the use of accrued vacation and Paid Sick Time, to the extent permitted by law and Company policy. All such payments will be integrated so that you will receive no more than your regular compensation during this period. If you are not eligible to receive any of these wage-replacement benefits, the Company may require you to use accrued vacation and paid sick time to cover some or all of the FMLA/CFRA Leave. The use of paid benefits will not extend the length of a FMLA/CFRA Leave.

Benefits During Leave

The Company will continue making contributions for your group health benefits during your leave on the same terms as if you had continued to work for up to a maximum of 12 workweeks per 12 month period. 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. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, the Company may recover premiums it paid to maintain health coverage if you fail to return to work following a FMLA/CFRA Leave.

If you are on a FMLA/CFRA Leave but are not entitled to continued paid group health insurance coverage, you may continue your coverage through the Company in conjunction with federal and/or state COBRA guidelines by making monthly payments for the amount of the relevant premium. Please contact the Executive Director or Regional Director for further information.

Your length of service will be adjusted based upon the amount of time on leave. Accrued benefits such as vacation and paid sick time will not accrue while on an unpaid FMLA/CFRA Leave.

Job Reinstatement

Under most circumstances, you will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if you would have been laid off had you not gone on leave, or if your position has been eliminated during the leave, then you will not be entitled to reinstatement. Due to patient care needs you may not receive the same assignments, but the Company will use its best efforts to provide comparable assignments.

Prior to being allowed to return to work, an employee 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, and that return will not jeopardize the health of the employee, coworkers or residents. For an employee on intermittent FMLA/CFRA Leave, such a release may be required if reasonable safety concerns exist regarding the employee's ability to perform his or her duties, based on the serious health condition for which the employee took the intermittent leave.

Pregnancy Disability Leave (PDL)

The Company will grant an unpaid pregnancy disability leave to employees disabled on account of their pregnancy, childbirth, or related medical conditions. Employees who are affected by pregnancy or a related medical condition are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and certified as such by an attending physician.

Leave Available

If you are disabled due to pregnancy, childbirth, or related medical condition you may take up to a maximum of four months (which is equal to 17 1/3 weeks or 683 work hours) leave. Pregnancy disability leave may be taken intermittently as needed for prenatal examinations and for pregnancy-related conditions such as morning sickness. As an alternative or in addition to leave, the Company may provide you with other accommodation(s) for your pregnancy or related medical condition where such accommodation is deemed medically advisable, such as a transfer to a less strenuous or hazardous position if you so request, with the advice of your health care provider. **Leave taken under the pregnancy disability policy runs concurrently with family and medical leave (FMLA) under federal law, but not with family and medical leave under California law (CFRA).**

For purposes of this policy, employees are "disabled by pregnancy" when, in the opinion of their health care provider, they cannot work at all or are unable to perform any one or more of the essential functions of their job or to perform them without undue risk to themselves, the successful completion of their pregnancy or other persons as determined by a health care provider. The term "disabled" also applies to certain pregnancy-related conditions, such as severe morning sickness or the need to take time off for prenatal or postnatal care, bed rest, post-partum depression and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

Reasonable Accommodation for Pregnancy-Related Disabilities

Any employee who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation. Employees are "affected by pregnancy" if they are pregnant or have a related medical condition and their health care provider has certified that it is medically advisable for the employee to temporarily transfer or to receive some other accommodation.

The Company will provide a temporary transfer to a less-strenuous or hazardous position or duties or other accommodation to an employee affected by pregnancy if:

- The employee requests a transfer or other accommodation;
- The request is based upon the certification of a health care provider as "medically advisable"; and
- The transfer or other requested accommodation can be reasonably accommodated

pursuant to applicable law.

No additional position will be created, and the Company will not terminate another employee, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job as a part of the accommodation process.

Examples of reasonable accommodations include: (1) modifying work schedules to provide earlier or later hours; (2) modifying work duties, practices or policies; (3) providing time off; (4) providing furniture (such as stools) and modifying equipment and devices; and (5) providing additional break time for lactation or trips to the restroom. If time off or a reduction in hours is granted as a reasonable accommodation, the Company will consider the reduced hours/time off as pregnancy disability leave and deduct those hours from an employee's four-month leave entitlement.

Notice and Certification Requirements

If you need to take a pregnancy disability leave, or other pregnancy related accommodation, you must provide the Company with 30 days' advance notice if the need for the leave is foreseeable. If the leave is not foreseeable, you must provide advance notice as soon as practicable. A health care provider's statement must be submitted verifying the need for such leave and its beginning and expected ending dates. A medical note is also required in support of any accommodation that an employee's treating physician deems medically advisable. Any changes in this information should be promptly reported to the Company. Employees returning from pregnancy disability leave must submit a health care provider's verification of their fitness to return to work. So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave is requested to provide the Company with at least one week advance notice of the date they intend to return to work.

Compensation During Leave

Pregnancy disability leaves are without pay. However, employees may utilize accrued vacation and paid sick time during the leave. All such payments will be coordinated with any state disability or other wage reimbursement benefits for which you may be eligible. At no time shall an employee receive a greater total payment than the employee's regular compensation.

Benefits During Leave

Any woman on pregnancy-related leave will be provided with the same level of insurance benefits as before her leave for the duration of her leave, no less than four months, in accordance with California law. The foregoing is in addition to benefits under CFRA leave. In some instances, the Company may recover premiums it paid to maintain health coverage for an employee who fails to return to work following pregnancy disability leave.

Employees should contact their supervisor or the People Operations Team for further information.

Reinstatement

Upon the submission of a medical certification from a health care provider that an employee is able to return to work, the employee will, in most circumstances, be offered the same position held at the time of the leave or an equivalent position. However, an employee is not entitled to any greater right to reinstatement than if the employee had been employed continuously rather

than on leave. For example, if the employee would have been laid off if they had not gone on leave, then the employee would not be entitled to reinstatement. Similarly, if the employee's position has been filled in order to avoid undermining the Company's ability to operate safely and efficiently while the employee was on leave, and there is no equivalent position available, then reinstatement would be denied. Due to client care needs you may not receive the same assignments, but the Company will use its best efforts to provide comparable assignments.

Medical or Disability Leave

In addition to other potential accommodations, or for employees who are not otherwise eligible for FMLA/CFRA Leave, an employee who is unable to work due to disability may request a medical leave of absence as a reasonable accommodation. The Company will consider the leave request as part of the interactive process.

Employees may use accrued vacation and paid sick time during a medical leave. In coordination with the receipt of other benefits. A medical leave of absence is otherwise without pay.

Accruals for benefit calculations, such as vacation and sick leave will be suspended during the leave of absence and will resume upon return to active employment. Health and life insurance benefits ordinarily provided by the Company, and for which the employee is otherwise eligible, will be continued during the period of disability through COBRA only if the employee elects to pay the full costs of such coverage. The cost of dependent coverage normally borne by the employee will also remain the sole responsibility of the employee. The employee should make arrangements with the Company to pay for the costs of such coverage before the leave begins. Failure to maintain employee contributions during any leave may result in cancellation of the benefit policy.

When you return from a medical leave of absence, you may be required to present a physician's written release that you are able to return to a work schedule, and are able to perform the essential functions of your job, with or without reasonable accommodation. If further reasonable accommodations are necessary, the employee must notify the People Operations Team of the accommodation necessary so that they can engage in an interactive process to determine if the accommodation needed can reasonably be provided.

When medical leave ends, the Company will attempt to return the employee to the same position or to a similar one for which they are qualified. If the previous position or a comparable one is not available, an effort will be made to offer another position that is available and suitable. If an employee fails to report to work at the end of the approved medical leave, the Company will assume that the employee has resigned.

Workers' Compensation: Disability Leave

The Company will grant a workers' compensation disability leave to employees with occupational illnesses or injuries in accordance with state law. As an alternative, the Company will try to reasonably accommodate such employees with modified work. Leave taken under the workers' compensation disability policy runs concurrently with FMLA/CFRA Leave.

Notice and Certification Requirements

Employees must report all accidents, injuries and illnesses, no matter how small, to their immediate supervisor. In addition, if the employee requires time off or modification of job duties,

the employee must provide the Company with a certification from a health-care provider.

Compensation During Leave

Workers' compensation disability leaves are without pay except as it granted through workers' compensation insurance. However, employees may utilize accrued vacation or paid sick time during the leave. All such payments will be coordinated with any state disability, workers' compensation or other wage reimbursement benefits for which you may be eligible. At no time shall an employee receive a greater total payment than the employee's regular salary.

Benefits During Leave

If the employee taking workers' compensation disability leave is eligible for leave under the federal or state family and medical leave laws (FMLA/CFRA), the Company will maintain your group health insurance coverage for up to a maximum of 12 workweeks if such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work.

Employees on workers' compensation disability who do not receive continued paid coverage, or whose paid coverage ceases after 12 workweeks, may continue their group health insurance coverage through the Company in conjunction with federal COBRA guidelines, if applicable, by making monthly payments to the Company for the amount of the relevant premium. Employees should contact the Executive Director for further information. Coverage for work-related injury may continue through workers' compensation.

Reinstatement

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a workers' compensation leave, the employee will be reinstated to his or her same position held at the time the leave began or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on workers' compensation leave would have been laid off had they not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the Company's ability to operate safely and efficiently during the leave, and there are no equivalent positions available, then the employee would not be entitled to reinstatement. Due to patient care needs you may not receive the same assignments, but the Company will use its best efforts to provide comparable assignments.

Military Leaves of Absence

An employee who enters the armed forces of the United States will be granted a military leave in accordance with federal laws.

Request for Leave

An employee must provide advance notice of the need for military leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

Length of Leave

The Company will grant up to a total of five (5) years for an employee's military leave of absence,

which includes the cumulative length of all absences from employment due to military service.

Use of Paid Time Off

An employee who takes a military leave of absence may request to use his or her accrued paid time off.

Compensation and Benefits

Military leaves of absence are without pay from the Company. All other rights and benefits will continue as if the employee had remained continuously employed and will be available to the employee upon reinstatement.

Return from Leave

Upon completion of military service, the employee will be reinstated with full seniority to his/her former position or to a comparable position if application for re-employment is made within 90 calendar days from release from the service or hospitalization. However, the employee will not be reinstated if the Company's circumstances have so changed that re-employment is impossible or unreasonable.

Witness Leave for Arizona Employees

Arizona employees should promptly notify the Company upon receipt of a witness subpoena. Non-exempt employees will be granted time off without pay if summoned to appear as a witness in a court or administrative proceeding.

National Guard Service

An employee who is a member of the National Guard or a reserve component of the armed forces shall, upon furnishing a copy of the official orders or instructions, be granted a military training leave. This leave is not to exceed 17 calendar days annually, including time involved in going to and returning from such duty. Collateral benefits will not be restricted or terminated because of an employee's temporary incapacity as a result of the employee's duty in the National Guard, Naval Militia, State Military Reserve or federal reserve components of the United States Armed Forces, if the employee is ordered to duty or training for 52 weeks or less. Similarly, employees who are members of the state Military Reserve will be granted a temporary leave of absence without pay while engaged in military duty for purposes of military training, drills, unit training assemblies or similar inactive duty training. This leave is not to exceed 15 calendar days annually, including time involved in going to and returning from that duty.

Employees who are members of California's National Guard or the National Guards of other states will be entitled to reinstatement upon return from a military leave for active service, so long as certain conditions are met. Employees returning from leave who were full-time employees will be restored to the same position or to a position of similar seniority, status and pay unless the Company's circumstances have so changed as to make it impossible or unreasonable to do so, and part-time employees will be restored to the same position or to a position of similar seniority, status and pay, if any exists, so long as:

- The employee is an officer or enlisted member of the National Guard of any state;

- The employee was called to active duty by the Governor of the state in which the employee serves in the National Guard or by the President of the United States;
- The employee received a certificate of satisfactory service in the National Guard;
- The employee is still qualified to perform the duties of the position;
- If the employee left a full-time position, they applied for reemployment within 40 days of being released from service; or, if the employee left part-time employment, they applied for reemployment within five days of being released from service; and
- The employee's position was not temporary.

For one year following reemployment, the Company will not discharge the employee without cause.

The Company will not discriminate against members of the military or naval services of California or the federal reserve component of the United States Armed Forces. If the proper authority calls upon an employee to perform military service or duty or attend a military encampment or place of drill or instruction, the Company will not hinder or prevent the employee from performing that service.

Family Military Leave

Employees may take up to 10 days of unpaid leave if they work an average of 20 or more hours per week and their spouse or registered domestic partner is on leave from deployment as a member of: (1) the Armed Forces of the United States deployed to an area of military conflict designated as a combat theater or combat zone by the President of the United States; or (2) the National Guard or Reserves deployed during a period of military conflict. For purposes of this policy "military conflict" includes "a period of war declared by the United States Congress" or a period of deployment for which a member of the Reserves is ordered to active duty either by the Governor or the President of the United States.

Employees must provide the Company with notice of their intention to take leave within two business days of receiving official notice that their spouse or registered domestic partner will be on leave from deployment. The Company may also request that employees submit written documentation certifying that their spouse or registered domestic partner will be on military leave from deployment during the time of the requested leave.

Eligible employees may use all available accrued paid leave, such as vacation and paid time off, during a period of unpaid family military leave. Leave taken under this policy will not affect an employee's right to any other benefits.

The Company will not discriminate against, or tolerate discrimination against, any employee who requests and/or takes leave under this policy.

Bereavement Leave

24 Hour Home Care will pay regular full-time employees and regular part-time employees up to 40

hours of bereavement leave due to the death of an immediate family member, defined as:

- Spouse, including state-registered domestic partners;
- Child;
- Parent and Parent-In-Law;
- Grandparent;
- Grandchild;
- Sibling

Employees may take bereavement leave in hourly increments, up to 40 hours, that may be used over the course of up to a maximum of seven, non-consecutive calendar days. For example, if an employee regularly works 4-hour shifts each day, they may potentially utilize their full 40 hours of bereavement leave allotment if needed up to the maximum of seven calendar days. If an employee regularly works 12-hour shifts each day, they will potentially utilize their full 40 hours of bereavement leave allotment if needed within three to four calendar days. Bereavement leave does not need to be taken on consecutive days. Bereavement leave must be completed within three months of the date of death of the family member.

Employees should notify their manager immediately when there is a need to take time off. The Company reserves the right to request documentation from the employee of the family member's death. Examples of acceptable documentation include a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

Jury and Witness Duty

Any employee who is requested to serve on a jury or as a witness should advise their supervisor and/or the People Operations Team as soon as possible. If you are required to serve as a juror or witness, you will be granted time off without pay. During your period of jury duty, you should return to work if the court excuses you on certain days, or if you are released early.

Time Off to Vote

The Company encourages employees to fulfill their civic responsibilities by voting. If an employee is unable to vote in a statewide election because of his or her work hours, the Company will grant up to two hours of paid time off to vote. Employees should request time off to vote from their supervisor and/or the People Operations Team at least two working days prior to election day. Time will be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule. Employees may, but are not required to, vote by mail or vote early where available.

Election Officer Leave

The Company will not terminate, suspend or otherwise discriminate against employees who miss work to serve as an election officer on Election Day. Time off under this policy will be unpaid. The

Company asks that employees provide reasonable advance notice of the need for time off to serve as an election official, so that the time off can be scheduled to minimize disruption to normal work schedules. Proof of having served as an election official may be required

Bone Marrow and Organ Donation Leave

Under California law, employees who choose to donate bone marrow will be granted leave for up to five business days, without a loss of pay, during a one-year period starting with the date the leave begins and consisting of 12 consecutive months thereafter. Employees may take leave in one or more periods, as long as the leave does not exceed five days in any one-year period. Employees must use any earned, but unused vacation or paid sick time during the leave. If an employee does not have enough earned sick, vacation or PTO time to cover the leave period, the remaining days of leave will be paid by the Company. Use of this leave will not be counted against any available leave under the federal Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), if applicable. Employees are eligible for leave if they have worked for the Company for at least 90 continuous days prior to the start of their leave. Employees who seek leave under this policy must provide verification from a physician detailing the purpose and length of leave, including the medical necessity for the donation. Such a leave is not a break in the employee's continuous service in accrual of paid time off.

Employees who choose to donate organs will be granted leave for up to 30 business days during a one-year period, without a loss of pay, starting with the date the leave begins and consisting of 12 consecutive months thereafter. Employees must use any earned, but unused vacation or paid sick time, up to two weeks, during the leave. Employees may take leave in one or more periods, as long as the leave does not exceed 60 days in any one-year period. Employees must use all

available accrued sick, vacation, or paid time off (PTO) concurrently with this time off for up to two weeks of the 30-workday paid leave period. If an employee does not have enough earned sick, vacation, or PTO time to cover the two-week period, then any remaining days of paid leave will be paid by the Company, up to 30 workdays. Use of this leave will not be counted against any available leave under the federal Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), if applicable. Such a leave is not a break in the employee's continuous service in accrual of paid time off. Employees are eligible for leave if they have worked for the Company for at least 90 continuous days prior to the start of their leave. Employees who seek leave under this policy must provide verification from a physician detailing the purpose and length of leave, including the medical necessity for the donation. The one-year period for an organ donation is separate from the one-year period for bone marrow donation.

Time Off for Parents for School Activities

If you are a parent, guardian or grandparent with custody of a child in kindergarten or grades 1-12, inclusive, and wish to take unpaid time off to visit the school of your child for a school activity, you may take off up to eight hours each calendar month (up to a maximum of 40 hours each school year), per child, provided you give reasonable notice to the Company of your planned absence. Employees wishing to take such leave may utilize their existing vacation. The Company requires documentation from the school noting the date and time of your visit after it is completed.

Child care provider or school emergencies occur when the child cannot remain in school or with a child care provider due to one of the following:

- The school or child care provider has requested that the child be picked up or has an attendance policy (excluding planned holidays) that prohibits the child from attending or requires that the child be picked up from school or child care;
- Behavioral or discipline problems;
- Closure or unexpected unavailability of the school or child care provider (excluding planned holidays);
- A natural disaster (e.g., fire, earthquake or flood).

If both parents of a child work for the Company, only one parent (the first to provide notice) may take the time off, unless the Company approves both parents taking time off simultaneously.

School Leave for Suspensions

If it is necessary for an employee who is the parent or guardian of a child to attend the child's school to discuss possible suspension, the employee should alert his or her supervisor as soon as possible so that alternative arrangements may be made. No discriminatory action will be taken against the employee for taking time off for this purpose. Such time off is unpaid, but the employee may use accrued vacation or paid sick time.

Time Off for Victims of Violent Crimes and Other Felonies

Employees who are victims or related to victims of a violent felony (defined in Penal Code § 667.5(c)), a serious felony (as defined in Penal Code § 1192.7(c)), or a felony statute prohibiting theft or embezzlement, may take unpaid time off from work to attend judicial proceedings related to the crime. "Related to" means the employee's spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, stepfather, registered domestic partner, or the child

of a registered domestic partner

Employees should give the Company reasonable notice of the need for leave, unless advance notice is not feasible. When an unscheduled absence occurs, the Company may require the employee to provide written certification of the need for time off. Any of the following will be considered sufficient certification: a police report indicating the employee was a victim; a court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court; documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse; or any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for an authorized purpose.

Additionally, an employee who is a victim may take time off for any of the following reasons: (1) to seek medical attention for injuries caused by the crime or abuse; (2) to obtain services from a domestic violence shelter, program, rape crisis center or victim services organization or agency as a result of the crime or abuse; (3) to obtain psychological counseling or mental health services related to an experience of crime or abuse; and (4) to participate in safety planning and take other

actions to increase safety from future crime or abuse, including temporary or permanent relocation.

If the reason for the leave is also covered by the federal Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), the leave pursuant to this policy and FMLA/CFRA will run concurrently. Additionally, the length of leave under this policy is limited to that provided under the FMLA. For example, an employee is not entitled to time off due to reasons in this policy if they have already exhausted the maximum 12 weeks of leave under the FMLA. Employees may use accrued paid time off, such as vacation time, in order to receive compensation during the leave of absence.

Employees may also be entitled to a reasonable accommodation under the Company's Accommodation for Victims of Domestic Violence, Sexual Assault or Stalking policy and to additional leave under the Company's Leave to Attend Court Proceedings Related to Certain Felonies policy and Leave to Attend Court Proceedings for Serious Crimes policy. Employees should consult those policies and/or the People Operations Team for additional information. The Company will keep all information submitted in connection with an employee's request for leave confidential to the extent permissible by law. If the law requires disclosure of information, the Company will notify the employee before any information is released.

The Company will not discriminate or retaliate against any employee because of the employee's status as a victim of crime or abuse, if the employee provides the Company notice of such status, the Company has actual knowledge of such status, or the employee takes or requests leave in accordance with this policy. The Company shall keep confidential all records pertaining to this time off, to the extent possible.

Leave to Attend Judicial Proceedings Related to Certain Felonies

24 Hour Home Care prohibits discrimination against an employee who wishes to take time off from work to attend judicial proceedings related to certain violent, serious or theft/embezzlement related felonies committed against the employee, the employee's immediate family member, the employee's registered domestic partner or a child of the employee's registered domestic partner. "Immediate family member" is defined as an employee's spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather.

Before an employee may be absent from work to attend a judicial proceeding, the employee must give the employer a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee must provide within reasonable time documentation evidencing the judicial proceeding from (1) the court or government agency setting the hearing; (2) the district attorney or prosecuting attorney's office; or (3) the victim/witness office that is advocating on behalf of the victim.

Confidentiality of the situation, including an employee's request for the time off, will be maintained to the greatest extent possible.

Employees may use accrued benefits, such as vacation time or sick leave, in order to receive compensation during the time taken off from work.

Leave To Attend Court Proceedings for Serious Crimes

24 Hour Home Care prohibits discrimination against an employee who is a victim of certain serious criminal offenses and wishes to take time off to appear in court to be heard at any proceeding, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, or post-conviction release decision or any proceeding in which a right of the victim is at issue.

A "victim" means any employee who suffers direct or threatened physical, psychological or financial harm as a result of the commission or attempted commission of a serious criminal offense. The term "victim" also includes the employee's spouse, registered domestic partner, parent, child, sibling or guardian.

Before employees may take time off under this policy, they must provide the Company with reasonable advance notice of their intention to take time off, unless the advance notice is not feasible. If an employee must take an unscheduled absence due to victimization from a serious criminal offense, the employee must provide the Company with a certification within a reasonable time. The types of certification to account for an unscheduled absence include: a police report indicating the employee was a victim of one of the specified serious criminal offenses; a court order protecting or separating the employee from the perpetrator of one or more of the specified offenses, or other evidence from the court or prosecuting attorney that the employee has appeared in court; or documentation from a medical professional, domestic violence counselor or advocate for victims of sexual assault, health care provider or counselor that the employee was undergoing treatment for physical or mental injuries resulting in victimization from one of the specific serious criminal offenses.

Confidentiality of the situation, including an employee's request for the time off, will be maintained to the greatest extent possible.

Employees may use accrued benefits, such as vacation time or sick leave, in order to receive compensation during the time taken off from work

Emergency Responder Leave

No employee shall receive discipline for taking time off to perform emergency duty as a volunteer firefighter, or other legally eligible emergency rescue personnel or member of a disaster medical response entity, or reserve peace officers. Please alert your supervisor so that they may be aware of the fact that you may have to take time off for emergency duty. In the event that you need to take time off for emergency duty, please inform your supervisor before doing so where possible. Such time off is unpaid, but the employee may use accrued vacation.

A "volunteer firefighter" includes any person registered as a volunteer member of a regularly organized fire department of a city, county, city and county or district having official recognition of the government of the city, county or district in which the department is located; or a regularly organized fire department of an unincorporated town.

"Emergency rescue personnel" includes any volunteer or paid officers, employees, or members of a fire department or fire protection or firefighting agency who perform first aid and medical services, rescue procedures and transportation or other related activities necessary to insure the health or safety of a person in immediate danger. Such personnel include those who work for the: (1) federal or state government; (2) city, county, city *and* county, district or other public or municipal corporation or political subdivision of this state; (3) sheriff's department, police department or private fire department; or (4) disaster medical response entity sponsored or

requested by the state.

Employees who are health care providers must promptly notify the Company if they become designated as emergency response personnel and when they are notified that they will be deployed in their capacity as emergency response personnel.

Employees will also be allowed up to 14 calendar days of leave per year to engage in fire, law enforcement or emergency rescue training. All time off taken under this policy is unpaid for non-exempt employees.

Time Off for CWCAP Emergency Response

The Company will provide not less than 10 days per year of unpaid leave to employees (1) who have been employed by the Company for at least 90 days immediately preceding the commencement of leave who are volunteer members of the California Wing of the Civil Air Patrol (CWCAP) and (2) who have been duly directed and authorized by a political entity that has the authority to authorize an emergency operational mission of the CWCAP to respond to an emergency operational mission of the CWCAP. Such time off is unpaid, but the employee may use accrued vacation.

Termination During Leave of Absence

If business conditions require a reduction in force, employees on an approved leave of absence will be considered for layoff and treated as active employees for purposes of the selection process.

WORK PERFORMANCE AND TERMINATION

Performance Reviews

Performance evaluations are generally scheduled once a year or upon a change in assignments; however, supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis.

During formal performance reviews, supervisors and employees discuss a variety of topics, including but not limited to, attendance, quality and quantity of work, teamwork skills, work attitude, etc. Employees and supervisors may also review job tasks, identify and correct weaknesses, encourage and recognize strengths and discuss positive, purposeful approaches for meeting goals.

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.

We reserve the right to make any personnel changes (including termination) before or after performance evaluations.

Training and Development

24 Hour Home Care is committed to providing employees with opportunities to learn new job skills and enhance their knowledge, skills and abilities to provide exceptional caregiving services. Employees are encouraged to work with their supervisor to develop a personal training and development plan.

Senior Care caregivers will be required to complete 5 hours of employee training every year. Elective courses will also be made available to employees who wish to further their training and development on their own time.

Leaving the Company – Separation from Employment

Employees of 24 Hour Home Care are employed on an at-will basis. This means that employment may be terminated by either party at any time, with or without cause or notice. Nothing in this policy is intended to limit or alter the at-will nature of employment.

Employees may leave the Company for a variety of reasons. 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.

Reasons for termination include, but are not limited to, the following:

Voluntary Termination

A voluntary termination means an employee has made the decision to end the working relationship with the Company. Voluntary resignations include, but are not limited to, written or verbal resignation, retirement (more fully discussed below) and job abandonment. An employee is considered to have abandoned their job if they fail to return to a job within **three (3)** days and have not notified the Company of their intention to resign.

Employees who voluntarily leave the Company are encouraged to provide their supervisor with a minimum of two weeks' notice, ideally in writing, in order to allow a reasonable amount of time to transfer ongoing work and assignments. Upon resignation, an employee must return all keys, uniforms, credit cards or other company-issued property.

Employees in good standing who retire or resign from their positions may be eligible for re-hire.

Retirement

The Company has established retirement plans designed to provide certain benefits to eligible employees. Since the type and level of benefits vary according to the terms of each plan and are subject to modification, they are not specifically set forth in this Handbook. Each plan is described in detail in the Company's benefits Guide, a copy of which is provided to each employee eligible to participate in the plan. Employees should contact the People Operations Team for additional information that will help to determine eligibility.

Nothing in this policy shall be deemed to modify any employee benefit plan or plans referred to herein or that may subsequently be established.

Involuntary Termination

An involuntary termination occurs when the Company decides to end the working relationship

with an employee. Involuntary terminations may occur "for cause" or for reasons "other than cause."

Involuntary terminations "for cause" include, but are not limited to, terminations for violating Company policy, misuse or theft of resources, falsification of information or unsatisfactory work performance, lack of response to inquiries from the Company regarding assignments, lack of communication with the Company, not working shifts for an extended period of time.

Involuntary terminations for reasons "other than cause" include, but are not limited to, a reduction in workforce.

Constructive Discharge – Arizona Employees

Employees are encouraged to communicate with the Company whenever the employee believes working conditions may become intolerable to the employee and cause them to resign. Under certain state laws, an employee may be required to notify an appropriate representative of the Company in writing that a working condition exists that the employee believes is intolerable and will compel the employee to resign or that constitutes a constructive discharge if the employee wants to reserve the right to bring a claim against the Company alleging that the working condition forced the employee to resign.

Under Arizona law, an employee may be required to wait for fifteen (15) calendar days after providing written notice before the employee may resign if the employee desires to preserve the right to bring a constructive discharge claim against the Company. An employee may be entitled to a paid or unpaid leave of absence of up to fifteen (15) calendar days while waiting for the Company to respond to the employee's written communication about the employee's working condition.

Pay Upon Termination

Final wages will be paid in accordance with local state laws.

Return of Company Property

Employees are required to return all company and client property (e.g., computers, vehicles, passwords, uniforms, ID badges, credit cards) that is in their possession or control in the event of termination of employment, resignation, retirement or layoff or immediately upon request. When allowed by law, and in accordance with applicable law, the Company may withhold from the employee's paycheck the cost of any items that are not returned when required. No information belonging to the Company may be copied for the employee's use. We may also take all action deemed appropriate to recover or protect company property.

References / Verifications of Employment

All requests for references must be directed to the People Operations Team. No other person or department is authorized to release references for current or former employees. Our 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 last earned.

Exit Interviews

Before leaving 24 Hour Home Care, 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 the Company 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.

EMPLOYEE BENEFITS

Benefit-eligible employees should refer to 24 Hour Home Care's Benefits Guide for detailed information regarding the benefits offered by the Company to employees. Please contact the benefits@24hrcares.com with questions regarding Benefits eligibility.

Paid Family Leave

Employees may be eligible for up to eight weeks of state-provided paid family leave (PFL) insurance benefits when they take time off for one of the following purposes:

- To bond with a child during the first 12 months after the child's birth or after the placement of a child for adoption or foster care with the employee; or
- To care for an immediate family member (spouse, registered domestic partner, child, parent, grandparent, grandchild, sibling and parent-in-law defined by the PFL law) who is seriously ill and requires care; or
- To participate in a qualifying exigency related to the covered active duty or call to covered active duty of the employee's spouse, domestic partner, child or parent in the U.S. Armed Forces.

The PFL benefits described in this policy are a state-provided partial wage replacement benefit, not a protected leave of absence. To obtain approval for a leave of absence for the reasons set forth above, employees must contact their supervisor or the People Operations Team and comply with applicable eligibility, notice, and certification requirements when required by state or federal law.

Amount and Duration of Benefits

The weekly benefit amount is generally 60 or 70 percent of the employee's earnings (depending upon the employee's income), with benefits capped according to a state-imposed maximum weekly benefits amount. Employees may receive up to six weeks of PFL benefits during a 12-month period, but may not receive more benefits than earned in wages during the base period for calculating benefits (generally, the 12 months prior to the quarter in which the claim is made). When applicable, PFL benefits will run concurrently with leave time available under the California Family Rights Act and the federal Family and Medical Leave Act. Employees may use any accrued but unused sick leave prior to receiving PFL benefits.

HEALTH, SAFETY, AND SECURITY

Workplace Violence

The safety and security of employees is of vital importance to 24 Hour Home Care. 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 Company employees or that occur on the Company's premises will not be tolerated.

The prohibition against threats and acts of violence applies to all persons involved in the operation of the Company, including, but not limited to, Company employees and other personnel, contract and temporary workers, consultants, contractors, customers, vendors, visitors and anyone else on the Company's premises.

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

It is our 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 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:

- 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 the Company;
- 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, if we determine that the incident may lead to an incident of violence on company premises; and
- Threats or acts of violence resulting in the conviction of an employee or agent of the Company, or an individual performing services for the Company on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence when the act or conviction adversely affects 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 24 Hour Home Care 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.

Workplace violence does not refer to workplace arguments or debates that are zealous or impassioned, provided there is no resort to any form of coercion. Discussions about sporting activities, popular entertainment or current events are not considered workplace violence when there is no threat of violence being directed to the workplace or any individual connected with it. Rather, workplace violence refers to behavior that demonstrates an intention to engage in violence, condones violence in our workplace, or targets any individual with acts or threats of violence.

Employees should help maintain a violence-free workplace. To that end, employees are encouraged to immediately report any incident that violates this policy to a supervisor or the People Operations Team

No provision of this policy statement or any other provision in this policy alters the at-will nature of employment with 24 Hour Home Care. The Company will make the sole determination of whether and to what extent, threats or acts of violence will be acted upon by the Company. In making this determination we may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred.

Weapons in the Workplace

The Company strictly prohibits employees or any other person providing services to the Company or located on the Company's premises from possessing weapons of any kind at the workplace. The workplace includes any property owned or leased by the Company or occupied by groups of company employees or persons providing services to the Company, or client sites. Unless this prohibition is contrary to California or local law, the workplace specifically includes company parking areas and company vehicles. Employees are not permitted to transport or store weapons in vehicles owned or leased by the Company and used by the employee for work purposes, unless the employee is required to transport or store a weapon as part of their duties and they have written permission from the Head of People Operations Team. This policy prohibits the possession of concealed weapons as well as weapons carried openly.

This prohibition specifically includes guns, rifles and firearms of any type, including those for which the holder has a legal permit. Other examples of prohibited weapons include, but are not limited to, knives, ammunition, bombs, bows and arrows, clubs, slingshots, blackjacks, metal knuckles and similar devices that by their design or intended use are capable of inflicting serious bodily injury or lethal force.

Weapons – Arizona Employees

Employees are prohibited from possessing, brandishing or using a weapon while on the Company's premises or engaged in the Company's business. In Arizona, this policy does not prohibit a person from lawfully transporting or storing a firearm that is: (1) in the person's locked and privately owned motor vehicle or in a locked compartment on the person's privately owned motorcycle; and (2) not visible from the outside of the motor vehicle or motorcycle. However, a person may not transport or store a firearm under these circumstances if: (1) the possession of the firearm is otherwise prohibited by federal or state law; or (2) the motor vehicle is owned by the Company and used in the course of employment.

Workplace Bullying

The Company does not tolerate bullying behavior. Individuals who engage in workplace bullying may be disciplined, up to and including termination of employment.

Workplace bullying is the use of force, threats or coercion to abuse, intimidate, or humiliate another employee. Workplace bullying includes, but certainly is not limited to, the following:

- Verbal abuse, such as the use of patently offensive, demeaning and harmful derogatory remarks, insults and epithets;
- Verbal or physical conduct that is threatening, intimidating or obscene;
- Pushing, shoving, kicking, poking, tripping, assaulting, or threatening physical assault, or intentionally damaging a person's work area or property; or
- Sabotage, or deliberately subverting, obstructing or disrupting another person's work performance.

Cyberbullying refers to bullying, as defined above, that occurs through the use of a computer, cell phone, smartphone, tablet, pager or other device that transmits electronic information, regardless of whether the device is owned by or located at the Company or connected to the Company network. Cyberbullying is also prohibited.

This policy in no way prohibits employees from engaging in 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 National Labor Relations Act, which includes the right of employees to speak with others, engage in workplace debates and protest about their terms and conditions of employment.

Reporting and Response

Employees who are subject to or witness workplace bullying are encouraged to notify the People Operations Team immediately. The Company will promptly investigate the complaint. The Company will maintain confidentiality to the extent possible, consistent with its commitment to investigating the complaint promptly and thoroughly.

If the complaint is verified, the Company will take appropriate remedial and disciplinary action, which may include, but is not limited to, verbal or written warnings, suspension, termination of employment, counseling and other actions. The Company will also report to law enforcement, if appropriate. The complaining party will be advised of the results of the investigation.

Anti-Retaliation

The Company strictly prohibits retaliation against an employee for making a good-faith claim of bullying or for participating truthfully in an investigation of bullying.

Work-Related Injuries or Illnesses

An employee who sustains 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.

Safety Measures

Before beginning an assignment, a 24 Hour Home Care authorized representative will conduct an in-home assessment to make reasonable efforts to determine that the home environment is safe for Company employees. The home environment can change throughout the remainder of the case, so the Company needs employees to report any major changes within the home that may affect the mental and or physical health of the employee as well as the client. The Company needs employees to follow certain precautions when working within the home, including but not limited to:

Home Safety

- All emergency phone numbers are posted in a visible location;
- All stove and oven areas are clean of debris;
- There is an easy exit for a fire emergency;
- Fire alarms have fresh batteries and work;
- No electrical appliances are near water;
- Shower and bath have non slip matting or the appropriate material;
- All electrical outlets are hooked in properly;
- Rooms are kept clutter free;
- All furniture is stable;
- Garbage must be taken out on a regular basis;
- Refrigerator is working properly;
- Phone system is working properly;
- Make sure there are no areas in the home that the client can trip on;
- Employees must notify their immediate supervisors of any unsafe conditions.

Personal Safety and Infection Control

- Proper hand hygiene: always wash your hands before and after providing personal care for a client
- Follow universal precautions when dealing with any personal care
- Use proper techniques when assisting with bathing or showering
- Use proper PPE (Personal Protective Equipment)
 - Light housekeeping
 - Personal care
 - Infectious waste (vomit, urine, stool, bodily fluid, etc.)
 - Cleaning non-critical items (bed rails, walkers/wheelchairs, shower handrails, etc.)

- Disposable latex gloves are not to be reused
- Use proper techniques when moving or transporting a client
- Do not rush, take the time to do things safely and correctly
- Practice good posture, body mechanics, and environmental awareness at client's residence
- Do not under any circumstances do a full lift
- If transporting a client, make sure to always use a seatbelt for both you and the client
- While driving, employees must obey all traffic rules and regulations
- Employees are not expected to take unnecessary risks

Every employee is required to obey all safety, infection control, and universal precaution rules and exercise caution in all work activities. Non-compliance with safety rules may lead to disciplinary action, up to and including termination. In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the Company. Such reports are necessary to comply with applicable law and to initiate insurance and workers' compensation benefits procedures. If, due to the nature of the injury, it cannot be reported immediately, it must be reported as soon as practicable. In an emergency, you should call 911 as soon as possible.

Right to Monitor and Search

The Company reserves the right to monitor, access, copy, delete and record information – including but not limited to passwords and codes – and communications received by, transmitted from or stored in Company computers, personal electronic devices (including but not limited to cell phones or tablets), voicemail systems, emails and text messages. The Company also reserves the right to monitor employees' internet usage. To the maximum extent permitted by law, employees consent to audio and video monitoring and recording of their activities and communications, including but not limited to audio recording of their telephone calls on Company electronic devices, during work hours for the Company.

All telephones, voicemail systems, computers, hardware, software and programs are the property of the Company. Use of telephones, computers, and other communications devices should primarily be for the Company's legitimate business purposes. Messages sent or received via Company communication devices including but not limited to those referenced in this policy are not private and should not be considered confidential by employees.

The Company reserves the right to override passwords or codes. Passwords do not ensure employee confidentiality.

Employees should not send, receive or store any harassing, discriminatory, retaliatory, inappropriate, offensive or illegal messages or material, or any material that violates another person's or entity's intellectual property or other rights.

Employees who refuse to cooperate in any inspection request from the Company may be subject to disciplinary action, up to and including termination.

Identity Theft

It is against the law to utilize another person's identity to secure employment. The Company will not tolerate any employee utilizing another person's identity to obtain or continue employment

with the Company. Engaging in identity theft will result in immediate termination of employment. Employees who are terminated for using false social security numbers or other false documentation are not eligible for rehire.

Genetic Information Non-Discrimination Act

The Company is committed to complying with all applicable provisions of the Genetic Information Non-Discrimination Act (“GINA”). To that end, the Company will not obtain genetic information (including family medical history) from applicants or employees when such acquisition is not permitted under GINA. In compliance with GINA, the Company asks that employees not provide any genetic information when responding to a request for medical information. “Genetic information,” as defined by GINA, includes an individual’s family medical history, the results of an individual’s or family members’ genetic tests, the fact that an individual or an individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Privacy-Health Insurance Portability and Accountability Act

24 Hour Home Care is committed to health privacy. The Company will provide employees with a training module concerning policies, procedures, and rules/regulations of the Health Insurance Portability and Accountability Act (“HIPAA”). Employees will also need to complete a quiz regarding HIPAA. 24 Hour Home Care employees may be exposed to confidential patient health information and are expected to follow HIPAA guidelines throughout their employment with the Company. Any violation of HIPAA may result in disciplinary action, up to and including termination.

Any HIPAA violations must be reported to Company management immediately. The Company does not permit retaliation for reporting HIPAA violations or cooperating in an investigation of such violations, and any retaliation may result in disciplinary action, up to and including termination. The Company will investigate claims of violations as required by law.

Substance Abuse, Testing, and Accommodation

24 Hour Home Care is committed to workplace safety and the health and safety of its employees and clients. Accordingly, the Company prohibits employees’ use, possession, distribution, purchase, sale, transfer, or manufacturing of drugs and alcohol during work hours; on Company property; at a client’s home or facility; or while conducting Company business at any location.

The use of prescription drugs, over-the-counter drugs, or other intoxicants, may also affect an employee’s job performance. Any employee who is using medications or drugs that may impair their ability to safely perform the job, or affect the safety, or well-being of others, must notify a supervisor of such use immediately before starting or resuming work. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

The prohibition against the use or possession of alcohol does not apply to Company sponsored events where the Company may serve alcohol. During such events, employees must still comply with consumption and safety laws.

To ensure compliance with this policy, the Company reserves the right to conduct pre-employment

screening for illegal drugs, as well as to conduct post-accident and reasonable suspicion, or other employee tests for alcohol and illegal drugs as allowed by law.

- **Pre-Employment Testing:** If the Company conducts pre-employment screening for illegal drugs, failure to pass the drug screening examination may result in the termination of the hiring process for the prospective employee as allowed by law.
- **Post-Accident Testing:** As allowed by law, the Company may require an employee to undergo testing for alcohol or illegal drugs when an employee has been involved in a work-related accident that is (1) of a serious nature; or (2) which requires medical attention; or (3) results in injury to the employee or another person or property damage to the employer, client, the employee, or another person or entity.
- **Reasonable Suspicion Testing:** If the Company has a reasonable suspicion that during working hours:
 - (1) an employee possesses illegal drugs, drug paraphernalia or alcohol;
 - (2) illegal drugs, drug paraphernalia, or alcohol are found in or near the employee's work area; or
 - (3) the employee is impaired by alcohol or illegal drugs, the Company may test the employee for alcohol or illegal drugs according to applicable law."Reasonable suspicion" may arise from but is not limited to observation of an employee's physical symptoms, erratic behavior, lapses in performance, or inability to appropriately respond to questions, or a complaint or report of the same or similar behavior or a policy violation.

Employees with a positive test for alcohol or illegal drugs will be subject to disciplinary action, up to and including termination according to applicable law. Additionally, refusal to comply or fully cooperate with the Company's request for alcohol or illegal drug screening or investigation, interfering with such screening or investigation, or tampering with the results of any such screening or investigation, may be grounds for disciplinary action, up to and including termination.

24 Hour Home Care will encourage and reasonably accommodate employees with alcohol or drug dependencies to seek treatment and/or rehabilitation in accordance with the provisions in this Handbook and required by applicable law. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not be given a second opportunity to seek treatment and/or rehabilitation.

Smoke-Free Workplace

24 Hour Home Care is committed to providing a safe and healthy environment for employees, clients and visitors. Smoking is not allowed in Company offices, clients' homes or facilities. For purposes of this policy, smoking includes the use of electronic smoking devices, such as electronic cigarettes, cigars, pipes or hookahs that create an aerosol or vapor. Employees that observe other individuals smoking in the workplace have a right to object and should report the violation to their supervisor or to another member of management. Employees will not be disciplined or retaliated against for reporting smoking that violates this policy. Employees that violate this policy or who tamper with No Smoking signs may be subject to disciplinary action up to and including termination.

Drug-Free Workplace

The Company 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 co-workers and the public to deliver services in a safe and conscientious manner. For these reasons, the Company has adopted a policy that all employees must report to work and, while at work, remain completely free of illegal drugs, abused or non-prescribed prescription drugs and alcohol.

Drug Use/Distribution/Possession/Impairment

The Company 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.

Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work.

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 Company 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 or HR Business Partner. Employees are not required to reveal the name of the medication or the underlying medical condition.

The Company reserves the right to transfer, reassign, place on leave of absence or take other appropriate action regarding any employee during the time the employee uses medication that may affect their ability to perform safely. The Company will comply with all requirements pertaining to providing reasonable accommodations to the extent required by applicable law.

Counseling and Rehabilitation

Employees who voluntarily seek help for substance abuse (self-referral) by contacting the Company will be provided an opportunity to pursue counseling and rehabilitation in accordance with the provisions of this Handbook. An employee's decision to seek help voluntarily will not be used as a basis for disciplinary action, although the individual may be transferred, given work restrictions or placed on leave, as appropriate. A request for help is considered voluntary only if it is made before the employee is asked to submit to any drug or alcohol test or is discovered to

have otherwise violated this policy.

Reporting

24 Hour Home Care has a zero tolerance policy for consumer neglect and abuse. Employees are legally mandated reporters, required to report and fully comply with the adult and child reporting laws. Failure to report may lead to disciplinary action, up to and including termination and may be punishable by law. Employees must report any of the following that occurs within the client's home or facility environment, the Company's office, and/or while working as an employee for 24 Hour Home Care:

- **Elder and Child Abuse** – If an employee sees any elderly adult or minor being abused, neglected, or taken advantage of, the employee must report the situation immediately to the Company. Employees must also report the suspected abuse to Adult Protective Services (“APS”) or Child Protective Services (“CPS”) via telephone or online as soon as employees become aware of the suspected abuse.
- **Violence** – The Company does not tolerate any violence or threats of violence in the workplace. Employees who have experienced or know of violence, abuse, threats, violations of the Company's “Workplace Violence and Threats of Violence” policy, or other improper conduct on Company property or at clients' homes or facilities should report this information immediately to Company management.

Incidents to be Reported

Employees also should document and report any of the following types of incidents to 24 Hour Home Care as soon as possible:

- Client injury;
- Employee injury;
- Missing medication;
- Improper behavior;
- Changes in the home environment;
- Changes in people living within the home;
- Insufficient supplies needed in caring for a client;
- Client death;
- Any other information deemed important to patient care.

Emergency Procedures

If an emergency occurs at a client's home or facility, employees should follow these steps:

- Call 911 immediately (UNLESS on hospice, then please call hospice company);
- Provide First Aid if needed;
- Contact 24 Hour Home Care;
- Wait until the proper emergency personnel arrives and takes the client;
- Contact family members located on Emergency On-Call Guide;
- Document the emergency/situation.

Emergency Closings

Natural emergencies such as severe weather, fires or earthquakes or national emergencies may occasionally disrupt Company operations. In extreme cases, these circumstances may require the closing of a branch location and/or not being required to show up for an assigned shift, in which case employees will receive official notification from a 24 Hour Home Care representative. In addition, 24 Hour Home Care has an emergency information phone line, where employees and clients can call in if they are unsure about whether a branch location and/or assigned shift will be open or closed.

When offices and assigned shifts are officially closed or cancelled due to an emergency, the time off from scheduled work will be paid. In cases where an emergency closing is not authorized – that is, when you have not received official notification from a 24 Hour Home Care representative – you must report for work. If you fail to do so, the time off from work will not be paid.

NO SOLICITATION AND DISTRIBUTION

With the purpose of providing an efficient and comfortable work environment, and to prevent inappropriate and awkward burdens on others the Company has established the following rules applicable to all employees and nonemployees 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 their own working time or during the working time of the employee or the employees at whom such activity is directed;
- Employees may distribute or circulate any written or printed material only in non-work areas, during nonworking times. No employee may distribute or circulate any written or printed material in work areas at any time, or during their own working time or the working time of the employee or employees at whom such activity is directed;
- Nonemployees are not permitted to solicit or to distribute written material for any purpose on Company property; and
- Off-duty employees are not permitted in work areas.

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 the Company; it does not include rest periods, meal periods, or periods in which an employee is not performing and is not scheduled to be performing services or work for the Company.

Bulletin Boards

To the maximum extent allowed by law, Company bulletin boards are to be used exclusively for Company business and advisories about applicable federal, state and local laws, regulations and requirements. Employees who wish to post any materials or notices on Company bulletin boards must specifically request advance permission from the Company in writing prior to posting anything on the bulletin boards, and employees cannot post anything on Company

bulletin boards without receiving express written permission from Company management before posting any such materials or notices.

PERSONAL ELECTRONIC DEVICES

Although the Company permits employees to bring personal electronic devices, including cellular phones, smartphones and personal digital assistants, into the workplace, employees are expected to remember that working time is for work.

Therefore, employees should only engage in personal phone calls and other use of electronic devices during nonworking time, including meal and rest periods. Outside of this time, personal phone calls and communications should be kept to a minimum and for emergencies only.

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.

The Company may monitor the frequency and duration of an employee's usage of its telephones. In the event it is necessary to make a personal long-distance call, employees may be asked to reimburse 24 Hour Home Care for the cost, when applicable. Abuse of the Company's telephones and/or long distance service may result in discipline, up to and including termination of employment.

Cell Phones

24 Hour Home Care does not require employees to have, use or communicate via cell phones. The Company does not require a cell phone for employment with the Company. Employees authorized to use their personal cell phone for business purposes may submit a request for reimbursement for the use of their phone. Employees conducting Company business on their personal phones must practice password protection measures.

Technology Stipend Policy

Purpose

To establish guidelines for the provision of a technology stipend to employees who utilize technological devices for company business. This includes communication with employer and submitting hours worked.

Scope

The technology stipend is intended to reimburse employees who use technological devices for business purposes. Technological devices may include but not limited to computer, cellular phone, smartphone, digital camera, video camera, audio recording device, or other electronic device that can be used for creating, storing, or transmitting information in the form of electronic data.

The stipend is not intended to fund the cost of a device, nor pay an entire monthly bill. The assumption is that employees will at some time use a device to communicate with their employer (e.g., email, phone call or text message); therefore, 24 Hour Home Care will ensure

that employees receive a stipend rate of \$1 pay period.

Eligibility Requirement

To qualify for a technology stipend, the employee must submit hours worked. The technology stipend will be itemized and reported on employee pay statements and subject to withholding taxes. The stipend will be paid with submitted hours in accordance with division's pay schedule.

For any additional incurred costs, employee may submit an expense request by following the designated Expense Policy. 24 Hour Home Care will reimburse reasonable business expenses.

CONTACT WITH MEDIA

To ensure that the Company communicates with the media in a consistent, timely and professional manner about matters related to the Company, you should notify the Head of People Operations Team that you have been contacted by the media whenever you are asked to speak on behalf of the Company so that the Company knows that a media inquiry has been made. Do not respond to media inquiries on the Company's behalf without authorization. This rule does not prevent you from speaking with the media, but you should not attempt to speak on behalf of the Company unless you have specifically been authorized to do so by an officer of the Company.

SOCIAL MEDIA

24 Hour Home Care understands that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, it is the right and duty of 24 Hour Home Care to protect itself from unauthorized disclosure of information. The following principles apply to professional use of social media on behalf of 24 Hour Home Care as well as personal use of social media that relates to, references, or impacts 24 Hour Home Care's business.

Guidelines

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

The same principles and guidelines found in the Company policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow associates or otherwise adversely affects members, customers, suppliers, people who work on behalf of the Company or the Company's legitimate business interests can result in disciplinary action, up to and including termination.

Know and Follow the Rules

Carefully read these guidelines and all related policies addressing ethics, discrimination and harassment, and the Company's code of conduct, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action, up to and including termination.

Be Respectful

Always be fair and courteous to fellow associates, customers, members, suppliers or people who work on behalf of the Company. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your supervisor or by utilizing the Company's open door policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, members, associates or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, gender, gender-identity or expression, disability, religion or any other status protected by law or Company policy.

Be Honest and Accurate

Make sure you are always honest and accurate when posting information or news. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. You should refrain from posting any information or rumors that you know to be false about the Company, fellow associates, members, customers, suppliers, and people working on behalf of the Company or competitors.

Appropriate Posting

Just as the Handbook and Company policies apply in non-social media settings, the principles equally apply with social media as well. For example:

- Maintain the confidentiality of the Company trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.
- Do not attribute your personal opinions to the business of 24 Hour Home Care. Never represent yourself as a spokesperson for the Company without express authorization to do so.
- If the Company is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Company, fellow employees, members, customers, suppliers or people working on behalf of the Company. If you do publish a blog or post online related to the work you do or subjects associated with the Company, make it clear that you are not speaking on behalf of the Company. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the Company."

Using Social Media at Work

Refrain from using social media while on work time or on equipment the Company provides, unless it is work-related as authorized by the Company. Do not use the Company email addresses to register on social networks, blogs or other online tools utilized for personal use.

Retaliation is Prohibited

The Company prohibits taking negative action against any employee for reporting in good faith a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another associate for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Media Contacts

Employees should not speak to the media on the Company's behalf without contacting Company management. All media inquiries should be directed to Company management.

Additional Information

Nothing in the Company's social media policy is intended to interfere with, restrain or prevent employee communications regarding wages, hours or other terms and conditions of employment. Additionally, nothing in the Company's social media policy is intended to interfere with Section 7 of the National Labor Relations Act.

EMPLOYEE PRIVACY NOTICE **(California employees only)**

California Consumer Privacy Act (CCPA) and California's Privacy Rights Act (CPRA)

As a national company, 24 Hour Home Care proudly serves natural persons residing in the State of California. We have prepared this Privacy Notice for our California consumers to inform California Consumers of their rights under the California Consumer Privacy Act (CCPA) and California Privacy Rights Act (CPRA) and its implementing regulations.

CCPA and CPRA Provide Applicant and Employees with Certain Rights

- Knowledge of information collected
- Deletion of information collected
- Opt-out of information collected
- Correction of information collected
- Go to court
- Limit use of information collected
- Not to be discriminated or retaliated against for exercising rights under the law

Where We Get Your Information From

24 Hour Home Care collects information about you from the following sources: 1) you; 2) prior

employers, references, recruiters, job-related social media platforms; 3) third-party sources of demographic information; 4) third-party companies, such as background check companies, drug testing facilities; and 5) claim administrators and investigators. Depending on the Company's interactions with you, we may or may not collect all the information identified about you.

The Personal and Sensitive Information That We Are Collecting

When we use the term "Personal Information", we mean information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular California Consumer or household.

We may have collected and disclosed the below listed statutory categories (as defined by the CCPA and CPRA) of Personal Information from California Consumers and for the following purposes.

Statutory Categories of Personal Information	Description and Examples
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.
G. Geolocation data.	Physical location or movements.
I. Professional or employment-related information.	Current or past job history or performance evaluations.
K. Inferences drawn from	Profile reflecting a person's preferences,

other personal information.	characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.
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How Your Personal and Sensitive Personal Information is Used

- To operate, manage, and maintain our business
- For hiring, retention, and employment purposes
- To otherwise accomplish our business purposes and objectives, including, for example:
 - Emergency services
 - Conducting research, analytics, and data analysis
 - Maintaining our facilities and infrastructure
 - Quality and safety assurance measures
 - Conducting risk and security controls and monitoring
 - Protecting confidential and trade secret information
 - Detecting and preventing fraud
 - Performing identity verification
 - Performing accounting, audit, and other internal functions, such as internal investigations
 - Complying with the law, legal process, and internal policies
 - Maintaining records
 - Claims processing
 - Responding to legal requests for information and subpoenas
 - Exercising and defending legal claims
- Any other purposes authorized by the California Privacy Protection Agency, California, or Federal law.

We may or may not have used Personal and Sensitive Personal Information about you for each of the above purposes.

Sharing of Personal Information

We share your information with the following third-party entities:

- HRIS System
- Benefits Administrator
- Retirement Service
- Legal Counsel
- Consultants
- Staffing Platforms

Along with these systems, we may share information with other third parties for business purposes only

Selling of Personal Information

24 Hour Home Care DOES NOT sell your personal information. The CCPA and CPRA define “sale” as: selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a consumer’s Personal Information to another business or third party for monetary or valuable consideration.

Data Retention

24 Hour Home Care retains the information it receives about you for a period of five 5 years, unless a shorter or longer period is required by California or Federal law.

California Consumers' Privacy Rights

As a California resident, and consumer you may exercise the CCPA and CPRA privacy rights with respect your Personal Information by following the instructions set forth below. Please note that the CCPA and CPRA creates a process for us to follow when evaluating your request, and there are also some exceptions to these rights.

California Privacy Right	Description
Right to Know/Access	You have the right to request that we disclose to you what Personal Information we collect, use, disclose, and sell about you including: <ul style="list-style-type: none">• The categories of Personal Information we have collected about California Consumers in the preceding 12 months• The categories of sources from which the Personal Information is collected• The business or commercial purpose for collecting or selling Personal Information• The categories of Personal information, if any, that we disclosed for a business purpose or sold to third parties in the preceding 12 months The categories of third parties to whom the information was disclosed or sold
Right to Delete	You have the right to request we delete the Personal Information we collect about you.
Right to Opt-Out of Sale	You have the right to opt-out of the sale of your Personal Information to third parties. You may exercise your right to opt out immediately by emailing compliance@24hrcares.com or by mail at mail inquiries at 200 N. PCH, Suite #300, El Segundo, CA. 90245.
Right to Non-Discrimination	You have the right to not receive discriminatory treatment by us if you exercise any of the rights conferred to you by the CCPA and CPRA.

How to Exercise Your California Consumer Rights

If you are a California Consumer and would like to exercise any of your rights listed above, please send an email to compliance@24hrcares.com or by calling (609) 668-7341.

You may also designate an authorized agent to make a request to exercise your rights on your behalf. In order to do so, you must submit a written request for your authorized agent. Then, your authorized agent can exercise your rights by submitting a written request to compliance@24hrcares.com

While we take measures to ensure that those responsible for receiving and responding to your request are informed of your rights and how to help you exercise those rights, when contacting us to exercise your rights, we ask you to please adhere to the following guidelines:

- **Tell Us Which Right You Are Exercising:** Specify which right you want to exercise and the Personal Information to which your request relates (if not to you). If you are acting as an authorized agent on behalf of a California Consumer, please clearly indicate this fact and indicate your authority to act on their behalf.
- **Help Us Verify Your Identity:** Provide us with enough information to verify your identity. For example, submit a California driver's license or California identification card. Please note that if we cannot initially verify your identity, we may request additional information to complete the verification process. Any Personal Information you disclose to us for purposes of verifying your identity will solely be used for the purpose of verification.
- **Direct Our Response Delivery:** Inform us of the delivery mechanism with which you prefer to receive our response. You may specify, for example, email, mail, or through your account (if you have one with us). *Please note that you don't need to create an account with us in order to make a request to exercise your rights hereunder.*

How We Respond to California Consumers' Requests

In all cases, we will respond to your request within 10 days to confirm receipt of your request and provide you with information about how we will process your request. Then we will respond substantively to your request within 45 days. However, where reasonably necessary, we may extend our response time by an additional 45 days, provided we send you notice of such extension first.

Contacting Us

To exercise one of your CCPA rights, or to contact us with questions and concerns about our privacy policies and practices, please reach us by:

- Sending us an email to: compliance@24hrcares.com
- Mail: 200 N. PCH, Suite #300, El Segundo, CA 90245

For Inquiries and/or to Submit Requests for Information/Deletion or Correction

- For inquiries about the Company's policy or to submit your requests for information, deletion, or correction, please contact Compliance Reporting Department at compliance@24hrcares.com or mail inquiries at 200 N. PCH, Suite #300 El Segundo, CA. 90245.

TRANSPORTATION AND DRIVING

Transportation Policy and Guidelines

Purpose

The purpose is to ensure employees are informed about the eligibility criteria and determining factors for operating a company vehicle or personal vehicle for company business.

Scope

This policy applies to all candidates and employees who seek positions that involve driving motor vehicles in the performance of their job duties. 24 Hour Home Care will conduct pre-employment and ongoing MVR monitoring and reviews.

Driver Criteria

- Must be at least 21 years of age
- Motor Vehicle Record Clearance
- Current valid driver's license issued by the state in which the employee resides
- Current valid car insurance
 - Must have vehicle liability insurance in the minimum amounts of 100/300/100 as described below:
 - \$100,000 - bodily injury per person
 - \$300,000 - bodily injury per accident
 - \$100,000 - property damage per accident.
- Training: Relias Learning – Basics of Defensive Driving
- Have no major traffic violations in the past three years
- Have no more than 21 points within the last three years. (See point schedule below.)

Determining Factors

New Employees:

The company will conduct a motor vehicle record (MVR) check on all driver applicants and deduct points for violations as shown on the Driver Record Assessment.

- Applicants must have less than 21 points to qualify as drivers.
- Applicants with 10-20 points have a marginal driving record

Existing Employees:

- The company will conduct a motor vehicle record (MVR) check periodically on drivers.
- Employees will be required to maintain less than a 21-point balance to retain their driving privileges.
- For purposes of this program, points will stay on a driver's record for 3 years.

Major Violations (point schedule):

- Implied consent (failure to submit to substance abuse screening) – 4 points
- Negligent homicide, vehicular manslaughter, or gross negligence that causes death – 4 points
- Operating a motor vehicle while drivers' license is suspended or revoked – 4 points
- Use of a motor vehicle in the commission of a felony – 4 points
- Aggravated assault with a motor vehicle – 4 points
- Operating a motor vehicle without the owner's authority – 3 points
- Permitting an unlicensed person to drive – 3 points
- Speed contest (racing) – 4 points
- Hit and run, failure to report collision – 4 points
- Reckless driving – 4 points

Driver Record Assessment

Description of Offense	0 – 12 Months	13 - 24 Months	25-36 Months
Violations involving drugs, alcohol, felonies, leaving the scene of an accident, or refusal of any substance abuse test, revocation, suspension, withdrawal or denial of license, transportation, possession, or unlawful use of Schedule I drugs or substances.	Immediate disqualification		
Any alcohol or drug offense in any vehicle.	45	40	35
Violations such as serious traffic violations such as excessive speeding (15 mph + over), reckless driving, improper lane changes, following too close, and violations of traffic laws which arise in connection with a fatal accident.	25	20	15
Serious violations, in any vehicle, for a single incident as noted on MVR.	25	15	10
Violations, in any vehicle, exceeding the speed limit by 10-14 mph or more, disobeying traffic signals or signs, or improper passing as noted on MVR.	20	10	5
Speeding up 9 mph and all other moving violations in any vehicle as noted on MVR.	15	10	5
Points under Driver Preventable Vehicle Accident Point Program status is equal to or greater than 5 points.	5	0	0
Defensive Driving Course Credit (accredited program completed after conviction of offense - only one 5-point credit per rolling 12 months)	-5	-5	-5

Rating

Driver Rating	Assessment Level	Total Points
-5 to +9	Professional	
10 to 19	Good	
20 to 29	Acceptable	
30 or more	Not Acceptable	

Corrective Actions

10-19 points

The driver will be personally interviewed by their manager and made aware of the consequences of gaining any more points. Documentation of this conversation should be made part of the driver's personnel file.

20-29 points

Written documentation/action plan should be given to the driver recommending special training and/or action necessary. Documentation should be made part of the driver's personnel file.

30 points

The driver is **no longer qualified** to drive for 24 Hour Home Care and will be reassigned to a non-driving shift/position if a position is available and depending on other performance indicators at the sole discretion of the operating company.

24 Hour Home Care will make appropriate revisions to this policy as needed outside of the annual review process.

Distracted Driving Policy and Agreement

Distracted driving is a serious safety and health risk, not only to you but to others. Some examples of actions which may divert your attention from driving are reading while driving, use of remote internet equipment such as personal digital assistants or wireless e-mail; personal grooming; using cell phones, pagers or beepers and other unsafe distractions. Employees may not engage in these activities while driving. Employees may not use cell phone (including hand-free) or any mobile electronic devices while operating a motor vehicle. This includes but is not limited to answering or making phone calls, engaging in phone conversations, reading, or responding to e-mails and text messages, adjusting a Global Positioning System (GPS) and accessing the Internet. If you need to take a call or respond to an email, you are expected to be safe and pull over. Please note, that these restrictions do not apply to calls made to report an emergency.

Any employee involved in a motor vehicle accident while working should understand that their company equipment AND personal equipment (laptops, tablets, cell phones and other equipment) may be checked for compliance with these policies.

Signing the Employee Handbook Acknowledgement confirms that an employee has received a written copy of the Company's Transportation and Driving Policies, understands the terms of the policies, and agrees to abide by them. An employee's signature on the Employee Handbook Acknowledgement serves as a release and gives the Company access to all electronic records, including personal devices.

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT FORM

This is to acknowledge that I have received a copy of the Employee Handbook and understand that it contains important information on general personnel policies and on my privileges and obligations as an employee. I agree that I will read and comply with the material in the Handbook, which describes the general personnel policies governing my employment. I pledge to always strive to create an image of professionalism and to demonstrate resident concern at all times. If I do not understand any of these policies and/or provisions, I agree to contact management for clarification.

I further understand that, except for the policy of at-will employment, the arbitration policy, or as contained in any currently valid written and signed agreements between an employee and the Company, the Company may change, supplement or rescind any policies, benefits, or practices described in the Handbook from time to time in its sole and absolute discretion, with or without prior notice.

No statement(s) in the Handbook or in other statement(s) of 24 Hour Home Care's policy, including statements made during performance appraisals, are to be construed either as an expressed or implied promise of continuing employment, unless expressly agreed and confirmed in writing by both the Company and the employee. I understand and agree, that other than the Company's co-founders (or authorized representatives), no manager, supervisor, or non-co-founder representatives of the Company has the authority to enter into any agreement, expressed, or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Company's co-founders (or authorized representatives) have the authority to make any such agreement and then only in writing signed by the Company's co-founders (or authorized representatives).

Further, I understand that employment with the Company is not for a specific term and is at the mutual consent of the employee and the Company. Accordingly, either the employee or the Company can terminate employment relationship at-will, with or without cause, at any time.

Employee's Signature

Date

Employee's Name (typed or printed)