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Care Professional Employee Handbook

Tenn HQ, Inc. d.b.a an independently owned and operated Home Instead® franchise

**603 NW Atlantic Street
Tullahoma, TN 37388
931-454-2202**

**745 S. Church Street
Suite 218
Murfreesboro, TN 37130
615-867-2205**

Direct Questions to Management

Dear Care Professional,



Tenn HQ, INC
Each Home Instead® office is an independently owned and operated franchise of
Home Instead, Inc., an Honor company. © 2024 Home Instead, Inc
(Rev 1/25)

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We are pleased to welcome you as an employee of Tenn HQ, Inc. d.b.a, an independently owned and operated Home Instead® franchise, and America's trusted source of companionship and home care for seniors! At Home Instead®, we are a diverse group of people with different responsibilities and backgrounds, yet, we are drawn together with one common goal: to enhance the lives of seniors and their families by living "To Us, It's Personal®" every day.

We're passionate about helping seniors and we welcome any opportunity to help them remain independent as long as possible. As a company, it is our goal to provide our Care ProsSM what they need to deliver superior quality care with dignity, pride, love and compassion.

We consider three factors when providing our clients with one of our Care Pros. Availability, reliability, and compatibility are all considerations we make when we assign Care Pros to a client. Our staff takes pride in making the best match for everyone involved.

Our Care Pros really do make a difference in the lives of our clients. We believe our greatest asset is our Care Pros and our success comes in part from hiring the best! You have joined a group of the most dedicated, caring, and compassionate people in the local community. You'll find that our Care Pros have the highest degree of trust, integrity, and pride.

Our entire staff is available to encourage you, to support you, and to answer any question that you may have. We know it takes all of us, many we haven't even met yet, to accomplish our vision.

Again, we wish you the best in your career with Home Instead®.

Welcome Home®

INTRODUCTION

This Handbook is intended to describe some of the expectations of our employees and to outline the policies, programs, and benefits available to eligible employees. Employees should familiarize themselves with the contents of this Handbook as it will answer many questions about employment with, Tenn HQ, Inc.

No employee handbook can anticipate every circumstance or question. Except for the at-will employment provisions, this Handbook can be amended at any time. As such, we reserve the right to modify, interpret, rescind or supplement any policies, process or procedures as we deem appropriate, with or without prior notice, at our discretion. This Employee Handbook supersedes all previously issued Employee Handbooks.



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You are employed as a Care ProSM by an independently owned and operated franchise office that provides in-home services to seniors under a federally registered service mark, Home Instead®. Your employer, which has a license to use the Home Instead® service mark, is:

Tenn HQ, Inc. d.b.a Home Instead

Neither Home Instead, Inc. nor Home Instead® is your employer.

Note: For the purpose of this Handbook your employer, Tenn HQ, Inc., will be referred to as the “Company,” “us” or “we.”

Following your review of this Handbook, please sign and return the Receipt and Acknowledgment sheet located at the back of this Handbook.

Mission Statement

Enhancing the Lives of Aging Adults and Their Families

Our Values

To honor God in all we do

To treat each other with dignity and respect

To encourage growth in ourselves and others

To build value in our service to others

About Us

Home Instead® is the world’s largest and most trusted provider of comprehensive companionship and home care services for the seniors. These services are provided through a network of franchise offices located throughout the United States and internationally. The Omaha based company has been providing services to clients since 1994, and there are over 90,000 Care ProsSM cumulatively worldwide.

Home Instead® provides a meaningful solution for seniors who prefer to remain at home. Their quality of life is enhanced without the stress and hardships of interrupted routines and changes in their daily habits. Our part-time, full-time and around-the-clock services are designed for people who are capable of managing their physical needs, but require assistance, supervision, light housework, errands and/or companionship to remain in their homes.

Purpose of Employee Handbook

This Employee Handbook contains information about the employment policies and practices of Tenn HQ, Inc. These policies reflect the Company’s values, and we expect each employee to read this Employee Handbook carefully as it is a valuable reference for understanding your job and Tenn HQ, Inc.

This Employee Handbook supersedes all previously issued Employee Handbooks. Except for the policy of at-will employment, Tenn HQ, Inc. reserves the right to revise, delete, and add to the provisions of this Employee



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Handbook. All such revisions, deletions, or additions must be in writing. No oral statements or representations can change the provisions of this Employee Handbook.

This Employee Handbook does not constitute an express or implied contract guaranteeing continued employment for any employee. No manager or supervisor has any authority to enter into a contract of employment express or implied that changes or alters the fact that employment with Tenn HQ, Inc. is at-will. **Only the President/Owner of the Company or an authorized representative has the authority to enter into an employment agreement that alters the fact that employment with Tenn HQ, Inc. is at-will, and any such agreement must be in writing signed by the President/Owner of the Company or an authorized representative.**

Nothing in this Handbook or in any other document or policy is intended to violate any local, state or federal law. Not all of the Company's policies and procedures are set forth in this Employee Handbook. We have summarized only some of the more important ones. If an employee has any questions or concerns about this Employee Handbook or any other policy or procedure, please ask a member of management.

EQUAL OPPORTUNITY EMPLOYMENT

Tenn, HQ, Inc. is an equal opportunity employer. In accordance with applicable law, we prohibit discrimination against any applicant or employee based on any legally-recognized basis, including, but not limited to: race, color, religion, sex (including pregnancy, lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, citizenship status, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status or any other status protected by federal, state or local law. Our commitment to equal opportunity employment applies to all persons involved in our operations and prohibits unlawful discrimination by any employee, including supervisors and co-workers. Preventing discrimination is the responsibility of every employee. To carry out our policy, we recruit, hire, place, train and promote according to individual merit. Other personnel actions such as compensation, benefits, transfers, social and recreation programs, demotion, discipline and dismissal are administered in a nondiscriminatory manner.

Complaint Procedure

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

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



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

Protection Against Retaliation

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

An employee should report any retaliation prohibited by this policy to their supervisor, any management team member or to Human Resources. Employees can contact the Owner to report such incidents. Any report of retaliatory conduct will be investigated in a thorough and objective manner. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

Disability and Accommodation

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, the Company 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 Management to request such an accommodation. Management 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. The Company will generally make the accommodation, or it may propose another reasonable accommodation which may also be effective. Employees are required to cooperate with this process by providing all necessary documentation supporting the need for accommodation and being willing to consider alternative accommodations when applicable.

The Company 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 Management.



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Religious Accommodation

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 and Management. 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 request for accommodation to the attention of **Management** 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.

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, our clients, 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.

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. Any change in an employee's background, during employment, can result in action up to termination.

Employee Eligibility and Work Authorization

The Company 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. 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 their employment immediately.

Employment At-Will

Employment with the Company is at-will, unless state law provides otherwise. This means that employment may be terminated for any or no reason, with or without cause or notice at any time by the employee or by the Company. Nothing in this Handbook or any oral statement shall limit the right to terminate at-will. This at-will employment policy is the sole and entire agreement between the employee and the Company as to the duration of employment and the circumstances under which employment may be terminated. No manager or supervisor has any authority to enter into a contract of employment express or implied that changes or alters the at-will employment relationship. **Only the President/Owner of the Company or an authorized representative has the authority to**



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enter into an employment agreement that alters the at-will employment relationship, and any such agreement must be in writing signed by the President/Owner of the Company or an authorized representative.

Sexual and Other Unlawful Harassment

The Company is committed to providing a work environment that is free of illicit harassment. As a result, the Company maintains a strict policy prohibiting sexual harassment and harassment against applicants and employees based on any legally-recognized status, including, but not limited to: race, color, religion, sex, pregnancy (including lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status or any other status protected by federal, state or local law.

Our anti-harassment policy applies to all persons involved in our operations and prohibits harassing conduct by any employee of the Company, including supervisors, managers and nonsupervisory employees. This policy also protects employees from prohibited harassment by third parties, such as vendors, clients, or temporary or seasonal workers. If such harassment occurs on the job by someone not employed by the Company, the procedures in this policy should be followed. The workplace includes: actual worksites, any setting in which work-related business is being conducted (whether during or after normal business hours), company-sponsored events, or company owned/controlled property.

Other Types of Harassment

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

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

Complaint Procedure

Any applicant or employee who believes that they have been subjected to prohibited harassment or retaliation by a co-worker, supervisor, manager, client, visitor, vendor, customer or temporary or seasonal worker of the Company, or who believes another individual has been subject to such conduct, should report it immediately. Applicants and employees are encouraged to report concerns, even if they relate to incidents in the past, involve individuals who are no longer affiliated with the Company, or concern conduct occurring outside of work if it impacts the individual at work.

Complaints can be made verbally, or in writing, to the highest-ranking on-site supervisor or manager or to the President/Owner of the Company. Employees are not required to report any prohibited conduct to a supervisor or manager who may be hostile, who has engaged in such conduct, who is a close associate of the person who has engaged in such conduct, or with whom the employee is uncomfortable discussing such matters.



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

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

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

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

EMPLOYEE CONDUCT

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

- Falsification of employment records, employment information or other records;
- Recording the work time of another employee, allowing any employee to record another employee's work time, or allowing falsification of any time card, whether yours or another employee's;
- Theft or the deliberate or careless damage of any Company property or the property of any employee or client;
- Use of Company materials, supplies, tools or products for personal reasons without advanced permission from management;
- Use of client materials, supplies, tools or products for personal reasons without advanced permission from your immediate supervisor;
- Abuse of the Company's electronic resources, including sending personal emails during working time or in a manner that interferes with the employee's work performance;
- Possessing, distributing, selling, transferring or using or being under the influence of alcohol or illegal drugs in the workplace or otherwise violating the Drug-Free Workplace Policy;
- Provoking a physical fight or engaging in physical fighting during working hours or on premises owned or occupied by the Company;
- Carrying firearms, weapons or dangerous substances at any time, on premises owned or occupied by the Company, unless state law provides otherwise. **Note: This prohibition applies only to the extent**



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allowed by applicable state law. In those states that specifically give the employee the right to maintain a lawfully possessed firearm in a locked vehicle in the employer's parking lot, employees will be permitted to maintain a firearm in their own locked vehicle in compliance with the law. Under those circumstances, employees are strictly prohibited from removing the firearm from their vehicle or carrying it on their person or into a building.

- Using abusive, violent, threatening or vulgar language at any time during working hours or while on premises owned or occupied by the Company or by a client;
- Failing to obtain permission to leave work, whether in the office or at a client location, during normal working or scheduled hours;
- For CAREGivers, leaving a shift prior to the scheduled end time or leaving a shift prior to a necessary replacement CAREGiver arriving;
- Failing to observe working schedules, including any meal and rest breaks;
- Abusing or misusing paid sick leave (note: for employees subject to mandatory sick leave laws, the provisions of the applicable policy govern sick leave issues);
- Failing to provide a certificate from a health care provider when requested or required to do so in accordance with applicable law;
- Working overtime without authorization or refusing to work assigned hours;
- Violating any safety, health or security policy, rule or procedure of the Company; and
- Committing a fraudulent act or intentional breach of trust under any circumstances.

Although employment may be terminated at-will by either the employee or the Company at any time, without following any formal system of discipline or warning, we may exercise discretion to utilize forms of discipline that are less severe than termination. Examples of less severe forms of discipline include verbal warnings, written warnings, demotions and suspensions. Although one or more of these forms of discipline may be taken, no formal order or procedures are necessary. The Company reserves the right to determine which type of disciplinary action to issue in response to any type of performance issue or rule violation.

This statement of prohibited conduct does not alter or limit the policy of at-will employment. Either the employee or 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 Employee Handbook, **only the President/Owner of the Company or that person's authorized representative has 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 signed by the President/Owner of the Company or an authorized representative.**

Phone Use/Texting While Driving/Internet Usage

Use of cellular phones for personal reasons is prohibited during working hours. Employees should refrain from text messaging friends and family members during working hours as this can contribute to performance and safety issues on the job or while driving. Employees found to be making calls of a personal nature, text messaging friends and family during working hours, or accessing the internet via a cellular phone will be subject to disciplinary action.

Other than clocking in and out from a client's phone to document a CAREGiver's arrival or departure from a shift, personal phone calls from the client's phone are prohibited.



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Employees whose job responsibilities include regular or occasional driving and who are issued a company cellular telephone or use their personal cellular telephone for business-related work are expected to put safety first. Therefore, personal and company-supplied cellular telephones are not to be used while driving.

The use of a client's computer and/or Internet usage is prohibited during work assignments, unless you are assisting a client with his/her computer or Internet needs.

Scope of Practice Policy

For Care Pros, there are several factors that determine the scope of care you can provide on an assignment, including:

- What the Company is contractually allowed to provide;
- What state regulations will allow;
- What the Company is licensed to provide; and
- What the client has requested.

When you are assigned to a client, the Service Coordinator or Management will discuss the skill level of care you can provide.

Training Requirements

All Care Professionals are required to complete certain required training prior to their anticipated start date and may be required to complete specific skills training prior to providing certain services to clients and continuing training on an annual basis. Failure to complete the training in accordance with the guidelines may adversely affect wage increases and may also result in corrective action up to and including termination of employment. Ongoing training may be offered in person or online through Empower. Care Pro meetings are held once per quarter. These meetings are part of your on-going training program. Care Proa must attend 1 meeting every 3 months, unless other arrangements are made with Management prior to the meeting. Care Pros are to record time associated with these meetings in the manner prescribed by the Company, and they will be paid for the time spent for these meetings and any other training completed.

COMMUNICATION

Prior to serving a new client, Care Pros will be briefed on the services the client needs. If Care Pros have doubts about anything the client is requesting, please call the office. Care Pros are expected to maintain an attitude of caring, consideration, and personal interest in each assigned client. As significant physical, mental and/or emotional changes in the client occur, Care Pros must report this information to the supervisor or other office members. Client problems of any nature must be reported to the Company immediately for review and counseling. Client concerns about another Care Pro should be directed to your supervisor. All Care Pros must have a working telephone to ensure good communication with the office regarding scheduling and client concerns. Good communication includes promptly returning phone calls to the office.

Notice of in-home surveillance

Employees should be aware that it is becoming more common for clients and family members to install in-home electronic surveillance equipment. As a result, employees should be aware that audio or video equipment may be recording any care or services provided in a client's home. This trend highlights the need to adhere to the highest standards of conduct in the workplace and to act in accordance with the provisions of this Handbook. The Company



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in no way condones any illegal surveillance activity in a client's home. Please contact the Company immediately if you believe that a client or family member is illegally capturing audio or video of you while in a client's home.

Blogging and Social Media

The Company 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. The use of social media, however, also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

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 your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site including Facebook, LinkedIn, Twitter, Four Square, Tumblr, and Myspace, video-sharing or picture-sharing 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 Company principles and guidelines that apply to your off-line activities 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 employees or otherwise adversely affects clients, suppliers, people who work on behalf of the Company or the Company's legitimate business interests may result in disciplinary action up to and including termination.

Know and follow the rules:

Carefully read these guidelines in addition to all other Company policies, including policies regarding equal employment opportunity, discrimination and harassment, and confidentiality and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, 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 and mindful:

Always be fair and courteous to fellow co-workers, clients, suppliers or people who work on our behalf. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Communication 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, employees, or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or Company policy.

Be mindful of the law (including copyright law) when posting on social media. Do not post content to your social media that explicitly depicts you engaging in illegal conduct or implies that you engaged in illegal conduct.

Be honest and accurate:

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know



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to be false about the Company, fellow employees, clients, suppliers, people working on our behalf, or competitors. Do not create a link from your blog, website or other social networking site to our website without identifying yourself as a Tenn HQ, Inc. d/b/a Home Instead® employee.

Keep Company information confidential:

Maintain the confidentiality of the Company's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology, as well as operational manuals and standards, training materials, new service plans, vendor negotiations, marketing and media plans, test market data, or product specifications. Do not post internal reports, policies, procedures or other internal business-related confidential communications. Do not include personal information about clients or include clients in your personal social media posts.

Express only your personal opinions. Never represent yourself as a spokesperson for the Company. 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, clients, suppliers or people working on the Company's behalf. 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 the Company's behalf. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views Tenn HQ, Inc. d/b/a Home Instead®."

Using social media at work:

Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your manager or consistent with the policies contained herein. Do not use your Company email address 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 a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee 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 the Owner. All media inquiries should be directed to the Owner.

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.

Important Care Professional Guidelines

Home Instead Care Pros provide non-medical services which include companionship, medication reminders, light housekeeping, meal preparation, laundry, running errands, assistance with bathing/grooming, and possibly more. Services that you are not able to provide include 'medical' type services such as clipping nails, massaging, wound care, monitoring vital signs, adjusting oxygen levels, administering eye drops or medications, or any other services that are deemed as 'medical'. In addition, Care Pros are not permitted to provide any personal lifting or



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any other lifting of greater than 25 pounds. Because Home Instead is a non-medical company, it is vitally important that you only perform the services the office allows that have been granted by the client. If you are unable to perform your job duties while staying within the guidelines or if you have doubts about anything the client is requesting of you, please call the office. Failure to stay within the service guidelines will result in disciplinary action, up to and including termination.

- All clients are to be addressed by their last names (such as Mrs. Jones) unless otherwise instructed by the client.
- When answering the telephone in a client's home, you must identify yourself by first name, for example, "Hello, Smith residence, Delores speaking." Personal use of the client's phone is reserved for emergencies only. **You must never give your phone number to a client or their family members.**
- We provide light housekeeping services by maintaining an already clean home. We do not allow deep cleaning or scrubbing. If a client requests cleaning of drapes, blinds, showers, ceiling fans, or hard to reach areas, please ask them to contact our office.
- All Care Pros have a 25-pound lifting restriction. To prevent injury to you, you may not transfer a client or lift a client if they have fallen. You should promptly contact the office if you have any questions regarding this area.
- We can provide a safe bathing environment and assist the client to and from the bath area if needed and any required bathing assistance.
- We provide dressing assistance if needed. You may assist getting socks and shoes on, and assist pulling up slacks or buttoning blouses, or any additional assistance they may need.
- We provide medication reminders and monitor that medications are taken. No injections may be given or other medical procedures performed.
- We can assist the client to and from the bathroom and to stabilize them while they are using the bathroom. You can provide peri-care, or perform personal hygiene cleaning.
- Protection from bodily fluids is a primary concern for everyone's safety. Gloves should be used when contamination is inevitable.
- We can polish clients' fingernails only. Due to medical reasons, trimming or filing of nails is prohibited.
- No massages are to be given. This is for trained personnel only.
- If the client wants you to have a key to their home, you must let the office know.
- If the client wishes to give you anything including money, gifts, or discarded items, you must first notify the office.
- Care Pros are not allowed to rake leaves, trim branches, mow lawns or shovel snow. If it is a light dusting of snow, then we can use a broom to sweep the outside stairs. You should promptly contact the office if your client insists that you do these services.
- All Care Pro meals for the duration of the shift are to be furnished by the Care Pro. Clients may provide meals on an invitational basis but should not be expected. All Care Pro meals in a community is at the expense of the Care Pro.



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- No children, spouse, relative, friend, or pet may accompany a Care Pro to an assignment.

Family and Medical Leave

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

Employee Eligibility

To be eligible for FMLA Leave benefits, employees must: (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 where at least 50 employees are employed by the Company within 75 miles, as of the date the leave is requested. Eligibility requirements may differ for employees who have been on a protected military leave of absence. If employees are unsure whether they qualify, they should contact Jessica Schewe 931-454-2202.

Reasons for Leave

Federal and state laws allow FMLA Leave for various reasons. Because employees’ legal rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. FMLA Leave may be used for one of the following reasons, in addition to any reason covered by an applicable state family/medical leave law:

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

Definitions

- **“Child”** for purposes of Bonding Leave and Family Care Leave, means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that Family and Medical Leave is to commence. “Child,” for purposes of Military Emergency Leave and Military Caregiver Leave, means a biological, adopted or foster child, stepchild, legal ward, or a child for whom the person stood in loco parentis, and who is of any age.
- **“Parent”** for purposes of this policy, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents-in-law. For Military Emergency leave taken to provide care to a parent of a deployed military member, the parent must be incapable of self-care as defined by the FMLA.



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- **“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 their military duties, or (2) 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 therefrom under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran.
- **“Spouse”** means the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into, or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This includes common law marriage and same sex marriage in places where these marriages are recognized.
- **“Key employee”** means a salaried FMLA-eligible employee who is among the highest paid 10 percent of all the employees employed by the employer within 75 miles of the employee's worksite.

Length of Leave

The maximum amount of FMLA Leave will be 12 work weeks in any 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. The applicable "12-month period" utilized by the Company is the calendar year.

The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of 26 workweeks in a single 12-month period. A "single 12-month period" begins on the date of the employee's first use of such leave and ends 12 months after that date.

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

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



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Intermittent or Reduced Schedule Leave

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

Leave taken intermittently may be taken in increments of no less than one hour. Employees who take leave intermittently or on a reduced work schedule basis for a planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations. Please contact Management prior to scheduling planned medical treatment. If FMLA Leave is taken intermittently or on a reduced schedule basis due to foreseeable planned medical treatment, we 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's request for intermittent leave is approved, the Company may later require employees to obtain recertification of their need for leave. For example, the Company may request recertification if it receives information that casts doubt on an employee's report that an absence qualifies for FMLA Leave.

Notice and Certification

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 medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form);
- Periodic recertification (if required by law); and
- Periodic reports during the leave.

Certification forms are available from Management. At our expense, we may require a second or third medical opinion regarding the employee's own serious health condition or the serious health condition of the employee's family member. In some cases, we may require a second or third opinion regarding the injury or illness of a Covered Servicemember. Employees are expected to cooperate with the Company in obtaining additional medical opinions that we may require.

When leave is for planned medical treatment, employees must try to schedule treatment so as not to unduly disrupt the Company's operation. Please contact Management or Service Coordinator prior to scheduling planned medical treatment.

Recertification After Grant of Leave

In addition to the requirements listed above, if an employee's Family and Medical Leave is certified, the Company may later require medical recertification in connection with an absence that the employee reports as



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qualifying for Family and Medical 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's encounter 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.

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

Certification forms are available from Management. Failure to Provide Certification and to Return from Leave

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

Compensation During Leave

Generally, FMLA Leave is unpaid. However, employees may be eligible to receive benefits through state-sponsored programs.

Job Reinstatement

Under most circumstances, employees will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. However, employees have no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if an employee would have been laid off if the employee had not gone on leave or, if the employee's position was eliminated during the leave, then the employee will not be entitled to reinstatement.

Confidentiality

Documents relating to medical certifications, recertifications or medical histories of employees or employees' family members will be maintained separately and treated by the Company as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed.

Key employees may be subject to reinstatement limitations in some circumstances. If employees are considered a "key employee," those employees will be notified of the possible limitations on reinstatement at the time the employee requests a leave of absence.



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

Fraudulent Use of FMLA Prohibited

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

Nondiscrimination

The Company takes its FMLA obligations very seriously and will not interfere, restrain or deny the exercise of any rights provided by the FMLA. We will not terminate or discriminate against any individual for opposing any practice, or because of involvement in any proceeding related to the FMLA. If an employee believes that their FMLA rights have been violated in any way, the employee should immediately report the matter to Management.

Additional Information Regarding FMLA

A Notice to Employees of Rights Under FMLA (WHD Publication 1420) is attached to this handbook. Employees should contact Management as to any FMLA questions they may have.

Military Leave

Federal law provides employees with the right to take leave in order to serve in the military. At the federal level, military leave rights are governed by the Uniformed Services Employment and Reemployment Rights Act, commonly referred to as USERRA. This policy discusses military leave under USERRA.

State laws may also provide an employee with rights to take military leave. If the state law provides rights in addition to those provided under USERRA, the Company will provide those rights. If an employee plans to request leave based on military service, they should contact Management for information on any additional rights or requirements, if applicable, under state law.

Eligibility for Leave

The Company provides unpaid military leaves of absence to employees who serve in the uniformed services as required by USERRA and applicable state laws. The uniformed services are defined as the Army, Navy, Marine Corps, Air Force, Coast Guard, Army National Guard, Air National Guard, Commissioned Corps of the Public Health Service and any other category of persons designated by the President of the United States in time of war or national emergency. The uniformed services also include participants in the National Disaster Medical System when activated to provide assistance in response to a public health emergency, to be present for a short period of time when there is a risk of a public health emergency, or when they are participants in authorized training.

Service consists of performing any of the following on a voluntary or involuntary basis: active duty, active duty for training, initial active duty, inactive duty training, full time National Guard duty, absence from work for an examination to determine fitness for such duty, and absence for performing funeral honors duty. Total military leave time may not exceed five years during employment, except in certain, defined circumstances.

Notice of Leave

Advance notice of leave is required, preferably in writing, unless giving of notice is impossible or unreasonable, or notice is prohibited by military necessity (which is defined by the United States Department of



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Defense). When notice is required, employees must provide their supervisor with as much advance notice as possible of any anticipated leave of absence for military service.

Reinstatement

In order to be eligible for reinstatement, an employee must have provided advance notice of the need for military leave (where required) and have completed their service on a basis that is not dishonorable or otherwise prohibited under USERRA.

Employees whose military service will be for fewer than 31 days must report to back to work at the beginning of the first full, regularly scheduled work day following completion of service, after allowing for a period of safe travel home and eight hours of rest.

Employees whose military service will be for more than 30 days, but fewer than 181 days must apply for re-employment within 14 days after completing service.

Employees whose service is greater than 180 days must apply for re-employment within 90 days after completing service.

As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in loss of reemployment rights. Full details regarding reinstatement are available from Management.

In general, an employee returning from military leave will be re-employed in the position and seniority level that the employee would have attained had there been no military leave of absence. If necessary, the Company will provide training to assist the employee in the transition back to the workforce.

Sick Leave

The Company will comply with federal, state and local laws with regard to providing paid sick leave.

Holidays

Due to the nature of our business, it is possible Care Pros may be required to work an assignment that falls on a holiday. Care Pros will receive pay at time and a half (1 ½) of their regular rate of pay for hours of work on the following holidays observed by the Company:

New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day

No holiday pay will be paid to an employee who is on an unpaid status, not assigned to work on a holiday, or on any leave or absent due to workers' compensation.

Requesting Time Off

Flexibility is one of the many benefits of being a Care Pros. We do, however require you to contact the office 30 days in advance when you are unavailable for shifts to which you have been previously assigned. In the event of an emergency, you must provide us as much notice as possible. This allows us to find a suitable replacement, and to contact the client. **You must request vacation time at least 30 days in advance even if you aren't scheduled with a regular client. All requests for time off will be considered in order to meet the needs of our clients, and require supervisor approval.**

Workers' Compensation

When work-related accidents, injuries or illnesses occur, employees may be eligible for workers' compensation insurance benefits. The Company provides a comprehensive workers' compensation insurance program at no cost to employees and in accordance with applicable state law. This program covers most injuries or illnesses, sustained in the course of employment, that require medical, surgical, or hospital treatment. Subject to



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applicable legal requirements, workers' compensation insurance provides benefits or, if the employee is hospitalized, treatment immediately.

Reporting Work-Related Injury or Illness

Employees who sustain a work-related injury or illness should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage.

Leaves of Absence/Accommodation

Employees who need to take time off from work due to a workers' compensation illness or injury may also be eligible for a leave of absence under the Company's leaves of absence or reasonable accommodation policies. Employees should consult with Management for additional information.

Return to Work

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

Fraud

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

GUIDELINES OF EMPLOYMENT

Attendance and Punctuality

Employees are expected to be regular in attendance and to be punctual. Any tardiness or absence causes problems for the clients, fellow employees and supervisors. If employees are absent, their workload must be performed by others, just as they must assume the workload of others who are absent. Our clients depend on us to maintain their quality of living, and in some cases their well-being is dependent on the Care Pro remaining regular in attendance and being punctual. To limit problems caused by absence or tardiness of employees, we have adopted the following policy that applies to absences not previously approved by the Company.

All employees are expected to report to work as scheduled, be on time and be prepared to start work.

For Care Pros, upon accepting an assignment, it is your responsibility to ensure you are able to fully commit to the shift(s) as assigned. This will require you to ensure you have the appropriate means of transportation and time available to fulfill the assignment in its entirety. You will only be replaced with sufficient notice and in the case of short notice, only under the most serious of circumstances, unless your absence is legally protected. You must report any expected absences directly to your manager.

Abandonment of any shift will not be tolerated and will be considered voluntary resignation. Where applicable, Care Pros may be reported to the appropriate state licensing bodies.

Although we expect punctuality and regular attendance, we do recognize that circumstances may arise causing you to be late for an assigned shift or interfering with your work assignment. In these situations, you must call your supervisor or other office employee as soon as possible. If the office is not yet open, you must leave a message. **Do not call the client.**



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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 an employee believes they have mistakenly been subject to disciplinary action for an absence, tardiness or early departure that the employee believes is or should be excused/approved, the employee should promptly discuss the matter with Management.

Scheduling and Availability

Care Pros are required to update the Company when their availability changes with a minimum of 2 weeks' notice. We will contact you regarding clients based on the most current information we have on file for you. Any changes to your available days, times and preferred duties, should be called in to the office prior to when the change need to occurs. If your availability changes without notice, you may be subject to disciplinary action.

We understand that Care Pros may not be able to work each shift we contact you about. However, if during any period, you refuse suitable work, the Company will consider you to have voluntarily resigned your position. Suitable work is defined as an assignment that meets your most recent availability and client preferences.

Each Care Pro is required to maintain contact with the office on a monthly basis. Because of the nature of our business, the Company cannot guarantee you any amount of hours. There may be times when no work is available. During those times, you are required to contact the office every 30 days following the date of your last assignment. If you fail to maintain contact within 30 days following your last assignment, the Company will consider you to have voluntarily resigned your position.

Sick Leave & Emergencies

All illnesses or emergencies that interfere with work assignments must be reported to the office at least two hours prior to the start of your shift to allow the office enough time to fill our responsibility of care to the client. You must speak to an office staff member 'live'. Repeated missed assignments may result in corrective action up to and including termination. In the event that you are sick for three or more consecutive days, you must submit a doctor's note.

Work Assignments

The Company reserves the right to assign Care Pros to a client based on availability, reliability, and compatibility. The Company makes great efforts to properly match the Care Pros to the client based on personalities and interests.

The Company cannot guarantee employment based on the location of a client or the number of work hours available. When serving any client the assignment is considered temporary. Situations may arise that result in relocation of a client to an assisted living or skilled care facility. These situations can adversely affect work hours for an employee; therefore we cannot guarantee a specific number of hours for any Care Pro.

Sometimes initial matches are not the best for one or both parties. A client may request a different Care Pro. You may request to be withdrawn from an assignment. If so, an attempt will be made to develop a solution that is acceptable to all parties. If a solution is not satisfactory to both parties, the Company will work diligently to make a change. However, it is necessary that you continue with the assignment until a replacement is found. Failure to help make a smooth service transfer could result in loss of work for another Care Pro, a loss of our much-needed service for the client, and a loss of income for the business.

All assignments are made through the office without exception. If you need to alter your schedule, you must notify the office. If a client requests a schedule change, the client must contact the office.



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Business Gifts, Tips and Gratuities

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

Conflict of Interest

The Company strives to preserve its reputation and the reputation of its employees. Thus, the Company holds itself and its employees to the highest standards of lawful and ethical conduct.

Therefore, you must be very careful that your relationship with clients, client's family members, or vendors are honest and ethical. You must refrain from engaging in any activity that could be in conflict with your status as a Company employee. This includes the use of your position with the Company for personal profit or advantage or entering into transactions or relationships where it may appear you have a conflict of interest or are improperly benefiting from your affiliation with the Company. You are not to solicit any products or services to the Company's client or their family including products or services in which you have a vested interest. If you feel that a certain product or service would benefit the client or their safety, contact the office staff. Failure to follow this policy will result in corrective action, up to and including discharge. Refer to the "Confidentiality and Non-Solicitation Agreement" for further information.

If you question the propriety of a transaction or activity, you should seek guidance from Management. If necessary, you should seek written approval.

This policy in no way prohibits employee communications 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 about their terms and conditions of employment.

Client Concerns

Client concerns will be handled in a fair and equitable manner. Client concerns about another Care Pro should be directed to the office. If the client requests a different Care Pro or expresses a concern about a specific Care Pro, please contact the office. Do not log client concerns in the Client Log or make any promises. Should you encounter client assault, leave the premises immediately, seek a safe place, and contact your office. Should you suspect client neglect/abuse, contact the office immediately for their reporting to Adult Protective Services (APS). An APS pamphlet is in each client's folder and you must understand that information to report neglect/abuse.

Confidentiality

As a Care Professional (m) for the Company, you will have access to certain confidential and proprietary information regarding our clients, particularly information that may be subject to various privacy laws such as the Health Insurance Portability and Accountability Act ("HIPAA"), and applicable state laws and regulations. We depend on you to safeguard any confidential information you obtain through your employment with Company,



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including protecting and safeguarding any personally identifiable information or protected health information about our clients such as:

- Client's name;
- Client's address, city, state, zip/postal code;
- All elements of dates (i.e. date s/he became a client, birth date, date s/he was admitted into a hospital);
- Telephone number/Fax number/Email address;
- Social Security Numbers;
- Medicare number/long-term care insurance policy number;
- Medical history (Diagnosis);
- VIN numbers and license plates; and
- Full face photographic images.

The following are the Company's guidelines for our employees regarding the handling and safeguarding of client information:

- During your shift with a client, protect the client's information in the Client Journal. The Client Journal should be safely stored and secured before leaving the client's residence.
- Protect and safeguard at all times any and all client information that you include in your time journal or in other formats that you maintain in connection with providing care to the clients you serve, including your phone, laptop, tablet or other mobile devices. This information should be safeguarded from the public and family members. Please immediately destroy any client information that becomes unnecessary for providing service to the client.
- Do not discuss a client's private information, including health information, with staff during doctor's office visits and hospital visits, or with staff in a retirement community, assisted living facility, or nursing home.
- All communication regarding appointments, office visits, or general health of the client should be addressed to the client, the client's family, power of attorney, or such other legally designated agent, so long as the client has given his/her approval to share such information with the specified third party.
- Do not discuss the client or the client's personal health information in public or with family members. This includes sharing with anyone outside of the Company.
- Do not make a referral or coordinate any other in-home services on the client's behalf. These may include a consultation with doctors, nurses, health care personnel, facilities and providers who specialize in health-related products. If a client requests such services or appears to need such services, you should promptly contact the Company Owner and/or General Manager to discuss the situation and to determine next steps.

You may use or disclose client information:

- To inform the office if you discover a condition or a client's condition worsens. The office staff will provide the health information you need to provide the highest quality service to your clients. In some cases, you may learn about additional health conditions while a client is in your care. Contact the office if you discover a condition or a client's condition worsens so that we may provide the highest quality of care.
- To maintain quality assurance for the client's service. The Company may discuss the client's service needs with CAREGivers who provide service.
- To inform family members and other individuals involved in the coordination of services. With the client's consent, information may be released to the following: designated agent or social worker, power of



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attorney, conservator, guardian, family members, relatives, and/or friends who have an interest in the client's well-being and also have the need for relevant service information.

- In the event of a medical emergency when the release of confidential information will benefit professionals providing service or care.
- When situations of abuse, neglect and domestic violence are identified, or required by law.

Care Pro Confidentiality: Care Pros should not share any of their contact or any other social media information with a client or client's family members. Direct the client to contact the office if they need to communicate with you. If a client or client's family members need to contact you directly, the office will arrange the telephone call or person-to-person meeting.

If you inadvertently disclose confidential information to an outside third-party, please notify the Company Owner and/or General Manager immediately. We will work with you to address the potential data breach and to notify the client as necessary.

Confidential information does not include information lawfully acquired by non-management employees about wages, hours or other terms and conditions of employment, if used by them for purposes protected by §7 of the National Labor Relations Act such as joining or forming a union, engaging in collective bargaining, or engaging in other concerted activity for their mutual aid or protection. Nothing in this Employee Handbook prohibits an employee from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority, or disclosing Confidential Information which the employee acquired through lawful means in the course of employment to a governmental authority in connection with any communication or report, or from filing, testifying or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or regulation to the Securities and Exchange Commission, the Department of Labor, or any other appropriate government authority.

Further, employees are hereby notified that under the 2016 Defend Trade Secrets Act (DTSA): (1) no individual will be held criminally or civilly liable under Federal or State trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that: (A) is 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) is 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, (2) 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.

Office Hours

Our office is open from 8:30 a.m. to 4:30 p.m. Monday through Friday. A staff member is on call after hours during the week and during the weekend, for emergency purposes only. Please call during regular business hours of 8:30 a.m. to 4:30 p.m. for all non-emergency questions or concerns.

Transportation

When driving or running errands for a client, you must maintain a valid driver's license and automobile insurance. Proof of valid driver's license and automobile insurance must be provided to the Company on an on-



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going basis. It is the Care Pro's responsibility to provide proof of valid driver's license and automobile insurance. If you do not have a valid driver's license or proper automobile insurance or if you fail to provide the office with updated information, you may be removed from your schedule until the proper information is given to the office. Any vehicles must be operated in a safe manner. You are only to provide transportation for private pay clients. From time to time, clients may wish to use their own vehicle for transportation. You are never to be a passenger in a client's vehicle. If a client wishes to use their own vehicle, the office must be notified for pre-approval. Furthermore, you may not provide transportation for anyone other than the client. When your personal automobile is used during scheduled work assignments you will be reimbursed for each mile you drive during the course of service during the shift, at the IRS allowable rate. You must report your mileage when clocking out of a shift via our telephony system or app. Do not record mileage from your home to the client's home or vice versa as this is considered normal travel to/from work. Do not record mileage traveled in the client's vehicle as that is not an expense that you incur. You are never to provide transportation to any funded client, client's family, or client's friends. You may run errands for funded clients but will not be reimbursed for mileage accrued.

Pay Periods, Paydays and Shift/Time Record Keeping

The Company has established this policy to ensure that its employees are compensated in accordance with all applicable federal, state and local laws. Non-exempt employees are responsible for recording all time worked. Because employees in non-exempt positions must be paid based on all time worked, it is essential that all time worked be accurately and timely recorded and reported for payroll processing. Non-exempt employees are expected to certify the accuracy of their reported working time or notify the Company of any inaccuracies with respect to reported working time.

The Company primarily uses timekeeping technology called Telephony and WellSky App for most assignments. If using Telephony, Care Pros will dial a toll free number from the client's home telephone upon arrival, follow the prompts and wait for confirmation. The process is repeated when leaving the client's home. If using the app, the Care Pro will log into the app from their smart phone at the client's home. Non-exempt employees must clock-in via the Telephony system or the WellSky app before performing any work-related activity at their assignment and must complete all work related activities at the assignment before clocking out using Telephony or the app. This technology mostly eliminates time-slips for timekeeping and allows the office to know when Care Pros arrive at and leave a client's home. If Care Pros cannot call from the client's phone because it is in use, call as soon as the phone is free, and then call the office who will speak with the client to verify the actual arrival time. It is important that Care Pros timely report any working time not otherwise captured via the Telephony or app system. Each employee must keep a daily written record of the hours worked for each client.

Mileage for client errands or any other compensable travel time is reported in writing on the app or via phone to an office member and must state the destination and purpose of travel and must be signed by the client or client's family member or power of attorney for each mileage entry.

In some cases, such as working for clients who reside in facilities, the Telephony system or app does not work, and log sheets are used as a substitute. Any working time that is not reported via Telephony or via app must be accurately recorded on a log sheet and timely submitted to the Company for processing.

Employees will be paid on the 8th and 23rd of each month by direct deposit. The pay periods are the 1st through the 15th and the 16th through the end of the month. Employees are paid on the 23rd for the pay period of the 1st through 15th, and employees are paid on the 8th for the pay period that begins on the 16th and ends on the last day of the month.



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If the regular payday falls on a company-recognized holiday, then employees will be paid on the work day before the regular payday. Employees who enjoy the benefit of electronic direct deposit will receive deposit advice (either via email or U.S. mail).

If an employee must be late for, or absent from, work, the employee is to notify his/her supervisor or another manager before the beginning of the workday or as soon after as possible. All employees are considered tardy if they are not at their assigned shift at their assigned time unless they have notified the office as previously stated. Repeated tardiness may be cause for disciplinary action.

No employee is authorized to clock-in/out for another employee or sign in/out on behalf of another employee. Any employee who engages in this practice will be subject to disciplinary action, up to and including termination.

It is a violation of the Company's policy for any employee to falsify a time record. Non-exempt employees are responsible for ensuring that their reported time is correct. If a non-exempt employee under-reports or over-reports their hours worked, the non-exempt employee is subject to disciplinary action, up to and including termination of employment.

It is a violation of the Company's policy for anyone to alter an employee's reported time. Any changes to an employee's reported time must be discussed with the employee and documented.

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. If anyone instructs or encourages an employee to incorrectly report hours worked, work off-the-clock, or to alter another employee's time records, or if an employee is aware of any other possible deviations from this policy, that employee is required to immediately report such violations to the Owner in addition to speaking with any member of management. Any failure to report such misconduct in accordance with this procedure is a violation of this policy. The Company will investigate promptly and thoroughly any report of a possible violation of this policy. Employees who violate this policy will be subject to discipline, up to and including termination of employment.

The Company will not tolerate any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination of employment.

Reviewing Your Pay Stub, Reporting Errors, and Obtaining More Information

The Company works hard to ensure that all employees are paid correctly, but mistakes can happen. When mistakes do occur and are brought to the Company's attention, the Company will promptly make any corrections necessary. Employees should review each paycheck and pay stub when received to make sure their pay and/or reported hours are correct.

Travel Time

The Company will compensate non-exempt employees for time spent traveling for purposes of conducting the Company's business in compliance with applicable local, state and federal law. This compensation is for the time the non-exempt employee spends traveling.

Compensable travel time includes a non-exempt employee's business travel between work sites during the workday, but does not apply to time spent in the non-exempt employee's regular commute to work, which includes travel from home to the first work site at the beginning of the workday and travel from the last work site to home at the end of the workday, unless applicable law requires otherwise.



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Non-exempt employees are not expected to accept or make calls or complete any paperwork before they begin their commute or after they finish their commute. Any work that is approved for a non-exempt employee to do at home can be done on their own schedule. There is no work that a non-exempt employee will be asked to do immediately before or immediately after their commute.

Travel Between Work Sites: For your convenience, travel time between work sites is calculated through WellSky. WellSky uses Google Maps to estimate a reasonable approximation of driving time from between work sites. Care Pros are responsible for recording their actual travel time and reporting any discrepancies between the estimated travel time and the actual travel time. Time spent traveling between work sites during the workday is counted as hours worked for purposes of calculating hours of work and overtime premiums, and eligible non-exempt employees will be paid overtime in accordance with applicable federal and state law.

Special Commute to Work Sites: If traveling to a particular work site at the start of the workday or from a work site at the end of the workday extends a non-exempt employee's day past the non-exempt employee's normal commute time, the additional travel time will be compensated. On these occasions, non-exempt employees must report the extraordinary commuting time to their manager and record as time worked the extra time spent commuting to and from a client site that exceeds their regular commute time.

Failure to adhere to this policy, including failure to record all compensable travel time and failure to record all work will be addressed as a performance issue and the non-exempt employee will be subject to discipline, up to and including termination from employment.

Off-the-Clock Work

The Company is committed to compensating every employee for all work performed in accordance with all applicable state and federal laws. The Company prohibits all "off-the-clock" work, and non-exempt employees are prohibited from performing any "off-the-clock" work. "Off-the-clock" work means work a non-exempt employee performs but fails to report to the Company. Non-exempt employees may not perform any work without compensation.

It is a violation of the Company's policy for any employee to falsify a time record, or to alter another employee's time record. Non-exempt employees are responsible for ensuring that the time stated on their time card is correct. Any employee who under-reports or over-reports hours worked is subject to disciplinary action, up to and including termination of employment.

All employees must certify that the time recording system accurately reflects the total amount of time worked for the pay period. This is accomplished by reviewing the hours recorded in the time recording system and acknowledging that all of your actual time worked for the pay period is accurately recorded.

Minimum Wage

It is the policy of the Company to compensate employees at a rate equal to or greater than the established federal minimum wage. If applicable state or local law requires a minimum wage greater than the federal minimum wage, the Company will compensate non-exempt employees in compliance with applicable state or local law.

Overtime

All non-exempt employees are eligible for overtime pay. Exempt employees are not eligible for overtime pay. If an employee is unclear as to whether or not the employee qualifies for overtime pay, the employee should speak to their manager or Human Resources.



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Non-exempt employees will typically be paid overtime compensation at a rate of one and one-half (1 ½) times their regular rate of pay for all hours worked in excess of forty (40) compensable hours in a workweek, or in accordance with the law of the state in which you work. Non-exempt employees are responsible for accurately reporting all time worked, including overtime hours.

Managers must approve overtime in advance of a non-exempt employee actually working any overtime hours. Non-exempt employees will be paid for all overtime work, but may be subject to discipline up to and including termination of employment if the overtime work was not pre-authorized.

For purposes of determining whether you are entitled to overtime pay, only hours worked during a work week will be counted. The Company's work week begins at 12:00 a.m. Sunday and ends at 11:59 the following Saturday.

Remote Training Time

Employees utilizing remote training modules must complete the module within the time period specified by the Company, if any. If an employee requires additional time to complete a remote training module, the non-exempt employee should seek approval from their manager and that additional time may be accommodated. A non-exempt employee who engages in unauthorized training time will be subject to disciplinary action, up to and including termination of employment.

Client Activity Documentation

Care Pros are required to completely and accurately document all activity on the WellSky App or a Visit Documentation Check Sheet, with permission, for all shifts worked. Often family members, doctors, as well as the office staff will review a client's activity for various reasons, including health concerns, emotional stability, and to ensure that we are meeting the needs of the client. All documentation should be factual and be done objectively without personal opinion. All time spent on client activity documentation must be accurately reported to the Company as hours of work. Failure to do so may result in disciplinary action including but not limited to discharge.

Personal Appearance

The image the Company projects to the public and to our clients is reflected in the appearance of our employees. Simply stated, employees should look neat, clean and well-groomed and should be dressed appropriately for the working environment. Employees are expected to use good judgment in their appearance and grooming, keeping in mind the nature of the work, their own safety and the safety of co-workers and clients, and their need to interact with the public. Our uniform is the Home Instead shirt, close toed shoes and clean, comfortable, appropriate bottoms. Jeans, pants, skirts, and shorts are all acceptable as long as they are knee length, not ripped or torn and clean. We encourage employees to seek the advice of Management or the Owner if they have questions regarding appropriate dress or appearance at work. Employees who report to work improperly dressed or groomed may be instructed by their supervisor to return home to change. The time that non-exempt employees are absent for this purpose will be unpaid unless state law requires otherwise.

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

Precautions and Instructions

Hand washing prevents the spread of germs. Use gloves when cleaning the bathroom or when assisting client with bathing or changing undergarments. Use gloves only once. Blood and bodily fluids should be cleaned



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with disinfectants such as bleach. Home Instead Care Pros should never handle syringes, needles, or change dressings. Showers are recommended for all Home Instead clients. Non-skid mats and shower benches are necessary for safety. You may have the client grip your arm close to elbow when getting in or out of the shower. Be especially careful assisting out of a shower since their bodies are wet and slippery. Consider having them dry their arms and upper body and put on a robe before stepping out. When assisting clients with dressing, have client sit down to put on slacks. If they have a painful limb, guide it into the clothing first. The strong limb should be first to come out of clothing when undressing. Make sure shoes fit properly. Maintain a calm atmosphere and stay positive. Always call the office to report any client physical or behavioral changes.

Personal Property

The Company is not liable for lost, misplaced or stolen property. You should take all precautions necessary to safeguard your personal possessions while on assignments with clients.

Personal data Changes

To better assist employees and/or their families in the event of personal emergencies, the Company needs to maintain up-to-date contact information. Maintaining accurate information in our files also is important for recordkeeping, payroll and benefits related purposes. Changes in name, address, telephone number, marital status, number of dependents or changes in next of kin and/or beneficiaries should be given to Management promptly.

Miscellaneous Client Expenses

Any additional miscellaneous expenses incurred during the course of a shift must be approved by the client in advance and must be reported to the office immediately (*i.e.*, client sends you to the store to pick up a few items and gives you \$10.00, when you finish checking out the bill comes to \$12.50 so you pay \$2.50 out of your pocket). If the client does not reimburse you, mail or drop off the receipt at the office to be reimbursed. Report the miscellaneous expense to the office when you report your hours for that shift. The Company will reimburse you for the miscellaneous expense on your next paycheck and bill the client.

Employee Precautions and Response to Emergencies

Note: In all situations listed below, inform your local Tenn HQ, Inc., dba Home Instead office at (615) 867-2205 or (931) 454-2202. FOR Floods: Listen to local media for information. Be aware that flash flooding can occur. If there is any possibility of a flash flood, move immediately to higher ground. Tornado: Listen to local media for information. If you are under a tornado warning seek shelter immediately. Take shelter in an interior room and stay away from windows. Thunderstorms: Postpone outdoor activities. Get inside a home, building, or hard-top automobile (not a convertible). Avoid showering or bathing during a thunderstorm. Cordless and cellular phones are safe to use. High Temperature/Heat: Stay indoors as much as possible and limit exposure to the sun. Avoid strenuous work during the warmest part of the day. Winter Storms: Listen to local media for information. As in all driving conditions, operate and maintain your vehicle in a safe manner. Hazardous Material: If you are caught outside, stay upstream, uphill. Upwind and a safe distance from mishap. Fire: Stay low to floors and seek emergency exit. If your clothes catch on fire, you should: Stop, drop and roll – until the fire is extinguished. Do not enter a building on fire. CALL 911. Terrorism: Be aware of your surroundings, move or leave if you feel uncomfortable, take precautions when traveling. Do not accept packages from strangers. Explosion: Get under a sturdy table or desk if things are falling. Leave the building as quickly as possible. Chemical Attack: Close doors



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and windows and turn off all ventilation. Seek shelter in an internal room and listen to your local media for information.

Leaving the Company

Separation from Employment

Employees of the Company 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 your 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 the job if they fail to return to a job within 1 day and has not notified the company of their intention to resign).

Employees who voluntarily leave the Company are encouraged to provide their supervisor with written notice in order to allow a reasonable amount of time to transfer ongoing work. Upon resignation, an employee must return all keys, uniforms, credit cards, name tags, tools, equipment, phones, client lists, employee rosters, handbooks, confidential and proprietary information employees have received or which they have had access, or other Company-issued property.

Employees in good standing who retire or resign from their positions and CAREGiversSM who complete all of their assigned shifts during that period may be eligible for re-hire.

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, the falsification of information, or unsatisfactory work performance.

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

Return of Company Property

Employees are required to return all Company property (e.g., computers, tablets, phones, vehicles, passwords, client lists, employee rosters, uniforms, keys, name tags, 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 check or final paycheck the cost of any items that are not returned when required. No information belonging to the Company can be copied for the employee's use. We may also take all action deemed appropriate to recover or protect company property.

