Affinity Caregiver Llc

February 11, 2026

Table Of Contents

NO.	POLICY TITLE	EFFECTIVE DATE
1. INTRODUCTION		
1.1	Handbook Disclaimer	01-01-2024
1.2	Welcome Message	01-01-2024
1.3	Changes in Policy	01-01-2024
2. GENERAL EMPLOYMENT		
2.1	At-Will Employment	01-01-2024
2.2	Immigration Law Compliance	01-01-2024
2.3	Equal Employment Opportunity	01-01-2024
2.4	Equal Employment Opportunity (Minnesota Employees)	01-01-2024
2.5	Employee Grievances	01-01-2024
2.6	Internal Communication	01-01-2024
2.7	Outside Employment	01-01-2024
2.8	Anti-Retaliation and Whistleblower Policy	01-01-2024
2.9	Affinity Caregiver LLC Data Privacy Policy	01-01-2024
2.10	Grievance Policy	01-01-2024
2.11	Emergency Use of Manual Restraint Not Allowed Policy	01-01-2024
2.12	Maltreatment of Minors Mandated Reporting 1/2	01-01-2024
2.13	Maltreatment of Minors Mandated Reporting 2/2	01-01-2024
2.14	MALTREATMENT OF VULNERABLE ADULTS MANDATED REPORTING	01-01-2024
2.15	Temporary Service Suspension Policy	01-01-2024
2.16	Service Termination Policy	01-01-2024
3. EMPLOYMENT STATUS & RECORDKEEPING		
3.1	Employment Classifications	01-01-2024
3.2	Personnel Data Changes	01-01-2024
3.3	Access to Personnel Records (Minnesota Employees)	01-01-2024
3.4	Expense Reimbursement	01-01-2024
3.5	Termination of Employment	01-01-2024
4. WORKING CONDITIONS & HOURS		
4.1	Company Hours	01-01-2024
4.2	Emergency Closing	01-01-2024
4.3	Workplace Safety	01-01-2024
4.4	Security	01-01-2024
4.5	Meal & Break Periods	01-01-2024
4.6	Meal & Break Periods (Minnesota Employees)	01-01-2025
4.7	Break Time for Nursing Mothers	01-01-2024
4.8	Break Time for Nursing Mothers (Minnesota Employees)	01-01-2024
4.9	Electronic Verification of Worked Hours	01-01-2024
5. EMPLOYEE BENEFITS		
5.1	Health Insurance Continuation	01-01-2025
5.2	Military Leave	01-01-2024
5.3	Family Military Leave (Minnesota Employees)	01-01-2024

5.4	Jury Duty	01-01-2024
5.5	Workers' Compensation	01-01-2024
5.6	Bone Marrow & Organ Donation Leave (Minnesota Employees)	01-01-2024
5.7	Civil Air Patrol Leave (Minnesota Employees)	01-01-2024
5.8	Crime Victims Leave (Minnesota Employees)	01-01-2024
5.9	Domestic Abuse Leave (Minnesota Employees)	01-01-2024
5.10	Election Judge Leave (Minnesota Employees)	01-01-2024
5.11	Party Officer or Delegate Leave (Minnesota Employees)	01-01-2024
5.12	Voting Leave (Minnesota Employees)	01-01-2024
5.13	School Visitation Leave (Minnesota Employees)	01-01-2024
5.14	Pregnancy and Parental Leave (Minnesota Employees)	01-01-2024
5.15	Pregnancy Accommodations (Minnesota Employees)	01-01-2024
5.16	Pregnancy Accommodation Policy	01-01-2024
5.17	Nursing Mothers, Lactating Employees, and Pregnancy Accommodations Employee Notice (Minnesota Employees)	01-01-2024
5.18	Pregnancy and Parental Leave (Minnesota Employees)	01-01-2024
5.19	Paid Sick Leave (Minnesota Employees)	01-01-2025
5.20	Paid Sick Leave Notice (Minnesota Employees)	01-01-2025
5.21	Jury Duty Leave (Minnesota Employees)	01-01-2024
5.22	Pregnancy Accommodations (Minnesota Employees)	01-01-2024
5.23	Pregnancy and Parental Leave (Minnesota Employees)	01-01-2024
5.24	Jury Duty Leave (Minnesota Employees)	01-01-2024
5.25	Paid Sick Leave Notice (Minnesota Employees)	01-01-2024
5.26	Pregnancy Accommodation Policy	01-01-2024
5.27	Pregnancy Accommodations (Minnesota Employees)	01-01-2024
5.28	Nursing Mothers, Lactating Employees, and Pregnancy Accommodations Employee Notice (Minnesota Employees)	01-01-2024
5.29	Paid Family and Medical Leave Program (Minnesota Employees)	01-01-2025

6. EMPLOYEE CONDUCT

6.1	Standards of Conduct	01-01-2024
6.2	Disciplinary Action	01-01-2024
6.3	Confidentiality	01-01-2024
6.4	Workplace Violence	01-01-2024
6.5	Drug & Alcohol Use	01-01-2024
6.6	Sexual & Other Unlawful Harassment	01-01-2024
6.7	Telephone Usage	01-01-2024
6.8	Personal Property	01-01-2024
6.9	Use of Company Property	01-01-2024
6.10	Smoking	01-01-2024
6.11	Visitors in the Workplace	01-01-2024
6.12	Computer, Email & Internet Usage	01-01-2024
6.13	Company Supplies	01-01-2024
6.14	Cell Phones and Mobile Devices	01-01-2024
6.15	Personal Appearance	01-01-2024

7. TIMEKEEPING & PAYROLL

7.1	Attendance & Punctuality	01-01-2024
7.2	Timekeeping	01-01-2024
7.3	Affinity Caregiver Travel reimbursement	01-01-2022
7.4	Paydays	01-01-2024
7.5	Payroll Deductions	01-01-2024
7.6	Disclosure of Pay Information (Minnesota Employees)	01-01-2024
7.7	Disclosure of Pay Information (Minnesota Employees)	01-01-2024

1.Introduction

1.1 Handbook Disclaimer

The contents of this handbook serve only as guidelines and supersede any prior handbook. Neither this handbook, nor any other policy or practice, creates an employment contract, or an implied or express promise of continued employment with the Company. Employment with Affinity Caregiver Llc is “AT-WILL”. This means employees or Affinity Caregiver Llc may terminate the employment relationship at any time, for any reason, with or without cause or advance notice. As an at-will employee, it is not guaranteed, in any manner, that you will be employed with Affinity Caregiver Llc for any set period of time.

This handbook may provide a summary of employee health benefits, however actual coverage will be determined by the express terms of the benefit plan documents. If there are any conflicts between the handbook or summaries provided and the plan documents, the plan documents will control. The Company reserves the right to amend, interpret, modify or terminate any of its employee benefits programs without prior notice to the extent allowed by law.

The Company also has the right, with or without notice, in an individual case or generally, to change any of the policies in this handbook, or any of its guidelines, policies, practices, working conditions or benefits at any time. No one is authorized to provide any employee with an employment contract or special arrangement concerning terms or conditions of employment unless the contract or arrangement is in writing and signed by the president and the employee.

1.2 Welcome Message

Dear Valued Employee,

Welcome to Affinity Caregiver Llc! We are pleased with your decision to join our team.

Affinity Caregiver Llc is committed to providing superior quality and unparalleled customer service in all aspects of our business. We believe each employee contributes to the success and growth of our Company.

This employee handbook contains general information on our policies, practices, and benefits. Please read it carefully. If you have questions regarding the handbook, please discuss them with your supervisor or the HR Director.

Welcome aboard. We look forward to working with you!

Sincerely,

The HR Director

1.3 Changes in Policy

Change at Affinity Caregiver Llc is inevitable. Therefore, we expressly reserve the right to interpret, modify, suspend, cancel, or dispute, with or without notice, all or any part of our policies, procedures, and benefits at any time with or without prior notice. Changes will be effective on the dates determined by Affinity Caregiver Llc, and after those dates all superseded policies will be null and void.

No individual supervisor or manager has the authority to alter the foregoing. Any employee who is unclear on any policy or procedure should consult a supervisor or the HR Director.

2.General Employment

2.1 At-Will Employment

Employment with Affinity Caregiver Llc is “at-will.” This means employees are free to resign at any time, with or without cause, and Affinity Caregiver Llc may terminate the employment relationship at any time, with or without cause or advance notice. As an at-will employee, it is not guaranteed, in any manner, that you will be employed with Affinity Caregiver Llc for any set period of time.

The policies set forth in this employee handbook are the policies that are in effect at the time of publication. They may be amended, modified, or terminated at any time by Affinity Caregiver Llc, except for the policy on at-will employment, which may be modified only by a signed, written agreement between the President and the employee at issue. Nothing in this handbook may be construed as creating a promise of future benefits or a binding contract between Affinity Caregiver Llc and any of its employees.

2.2 Immigration Law Compliance

Affinity Caregiver Llc is committed to employing only United States citizens and aliens who are authorized to work in the United States.

In compliance with the Immigration Reform and Control Act of 1986, as amended, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with Affinity Caregiver Llc within the past three years, or if their previous I-9 is no longer retained or valid.

Affinity Caregiver Llc may participate in the federal government's electronic employment verification system, known as “E-Verify.” Pursuant to E-Verify, Affinity Caregiver Llc provides the Social Security Administration, and if necessary, the Department of Homeland Security with information from each new employee's Form I-9 to confirm work authorization.

2.3 Equal Employment Opportunity

Affinity Caregiver Llc is an Equal Opportunity Employer. Employment opportunities at Affinity Caregiver Llc are based upon one's qualifications and capabilities to perform the essential functions of a particular job. All employment opportunities are provided without regard to race, religion, sex (including sexual orientation and transgender status), pregnancy, childbirth or related medical conditions, national origin, age, veteran status, disability, genetic information, or any other characteristic protected by law.

This Equal Employment Opportunity policy governs all aspects of employment, including, but not limited to, recruitment, hiring, selection, job assignment, promotions, transfers, compensation, discipline, termination, layoff, access to benefits and training, and all other conditions and privileges of employment.

The Company will provide reasonable accommodations as necessary and where required by law so long as the accommodation does not pose an undue hardship on the business. The Company will also accommodate sincerely held religious beliefs of its employees to the extent the accommodation does not pose an undue hardship on the business. If you would like to request an accommodation, or have any questions about your rights and responsibilities, contact your HR Director. This policy is not intended to afford employees with any greater protections than those which exist under federal, state or local law.

Affinity Caregiver Llc strongly urges the reporting of all instances of discrimination and harassment, and prohibits retaliation against any individual who reports discrimination, harassment, or participates in an investigation of such report. Affinity Caregiver Llc will take appropriate disciplinary action, up to and including immediate termination, against any employee who

violates this policy.

2.4 Equal Employment Opportunity (Minnesota Employees)

Affinity Caregiver Llc is an Equal Opportunity Employer. Employment opportunities at Affinity Caregiver Llc are based upon one's qualifications and capabilities to perform the essential functions of a particular job. All employment opportunities are provided without regard to:

- Race
- Religion
- Color
- Creed
- Sex (including pregnancy, childbirth, and disabilities related to pregnancy or childbirth)
- National origin
- Age
- Veteran status
- Disability
- Genetic information
- Marital status
- Familial status
- Sexual orientation
- Gender identity
- Status with regard to public assistance
- Lawful activity outside the workplace during non-work hours, such as the use of tobacco products
- Any other characteristic protected by law

This Equal Employment Opportunity policy governs all aspects of employment, including, but not limited to, recruitment, hiring, selection, job assignment, promotions, transfers, compensation, discipline, termination, layoff, access to benefits and training, and all other conditions and privileges of employment.

Affinity Caregiver Llc strongly urges the reporting of all instances of discrimination and harassment, and prohibits retaliation against any individual who reports discrimination, harassment or participates in an investigation of such report. Appropriate disciplinary action, up to and including immediate termination, will be taken against any employee who violates this policy.

2.5 Employee Grievances

It is the policy of Affinity Caregiver Llc to maintain a harmonious workplace environment. Affinity Caregiver Llc encourages its employees to express concerns about work-related issues, including workplace communication, interpersonal conflict, and other working conditions.

Employees are encouraged to raise concerns with their supervisors. If not resolved at this level, an employee may submit, in writing, a signed grievance to the HR Director.

After receiving a written grievance, Affinity Caregiver Llc may hold a meeting with the employee, the immediate supervisor, and any other individuals who may assist in the investigation or resolution of the issue. All discussions related to the grievance will be limited to those involved with, and who can assist with, resolving the issue.

Complaints involving alleged discriminatory practices shall be processed in accordance with Affinity Caregiver Llc's Sexual and other Unlawful Harassment Policy.

Affinity Caregiver Llc assures that all employees filing a grievance or complaint can do so without fear of retaliation or reprisal.

2.6 Internal Communication

Effective and ongoing communication within Affinity Caregiver Llc is essential. As such, the Company maintains systems through which important information can be shared among employees and management.

Bulletin boards are posted in designated areas of the workplace to display important information and announcements. In

addition, Affinity Caregiver Llc uses the Intranet and email to facilitate communication and share access to documents. For information on appropriate email and Internet usage, employees may refer to the Computer, Email, and Internet Usage policy. To avoid confusion, employees should not post or remove any material from the bulletin boards.

All employees are responsible for checking internal communications on a frequent and regular basis. Employees should consult their supervisor with any questions or concerns on information disseminated.

2.7 Outside Employment

Employees may hold outside jobs as long as the employee meets the performance standards of their position with Affinity Caregiver Llc.

Unless an alternative work schedule has been approved by Affinity Caregiver Llc, employees will be subject to the Company's scheduling demands, regardless of any existing outside work assignments; this includes availability for overtime when necessary.

Affinity Caregiver Llc's property, office space, equipment, materials, trade secrets, and any other confidential information may not be used for any purposes relating to outside employment.

2.8 Anti-Retaliation and Whistleblower Policy

This policy is designed to protect employees and address Affinity Caregiver Llc's commitment to integrity and ethical behavior. In accordance with anti-retaliation and whistleblower protection regulations, Affinity Caregiver Llc will not tolerate any retaliation against an employee who:

- Makes a good faith complaint, or threatens to make a good faith complaint, regarding the suspected Company or employee violations of the law, including discriminatory or other unfair employment practices;
- Makes a good faith complaint, or threatens to make a good faith complaint, regarding accounting, internal accounting controls, or auditing matters that may lead to incorrect, or misrepresentations in, financial accounting;
- Makes a good faith report, or threatens to make a good faith report, of a violation that endangers the health or safety of an employee, patient, client or customer, environment or general public;
- Objects to, or refuses to participate in, any activity, policy or practice, which the employee reasonably believes is a violation of the law;
- Provides information to assist in an investigation regarding violations of the law; or
- Files, testifies, participates or assists in a proceeding, action or hearing in relation to alleged violations of the law.

Retaliation is defined as any adverse employment action against an employee, including, but not limited to, refusal to hire, failure to promote, demotion, suspension, harassment, denial of training opportunities, termination, or discrimination in any manner in the terms and conditions of employment.

Anyone found to have engaged in retaliation or in violation of law, policy or practice will be subject to discipline, up to and including termination of employment. Employees who knowingly make a false report of a violation will be subject to disciplinary action, up to and including termination.

Employees who wish to report a violation should contact their supervisor or Shermarke Hurreh directly. Employees should also review their state and local requirements for any additional reporting guidelines.

Affinity Caregiver Llc will promptly and thoroughly investigate and, if necessary, address any reported violation.

Employees who have any questions or concerns regarding this policy and related reporting requirements should contact their supervisor, the HR Director or any state or local agency responsible for investigating alleged violations.

2.9 Affinity Caregiver LLC Data Privacy Policy

Affinity Caregiver LLC

Data Privacy Policy

I. Policy

This program recognizes the right of each person receiving services in this program to confidentiality and data privacy. This policy provides general guidelines and principles for safeguarding service recipient rights to data privacy under section 245D.04, subdivision 3(a) and access to their records under section245D.095, subdivision 4, of the 245D Home and Community-based Services Standards.

II. Procedures

A. Private Data

1. Private data includes all information on persons that has been gathered by this program or from other sources for program purposes as contained in an individual data file, including their presence and status in this program.

2. Data is private if it is about individuals and is classified as private by state or federal law. Only the following persons are permitted access to private data:

a. The individual who is the subject of the data or a legal representative.

b. Anyone to whom the individual gives signed consent to view the data.

c. Employees of the welfare system whose work assignments reasonably require access to the data. This includes staff persons in this program.

d. Anyone the law says can view the data.

e. Data collected within the welfare system about individuals are considered welfare data. Welfare data is private data on individuals; including medical and/or health data. Agencies in the welfare system include, but are not limited to: Department of Human Services; local social services agencies, including a person's case manager; county welfare agencies; human services boards; the Office of Ombudsman for Mental Health and Developmental Disabilities; and persons and entities under contract with any of the above agencies; this includes this program and other licensed caregivers jointly providing services to the same person.

f. Once informed consent has been obtained from the person or the legal representative there is no prohibition against sharing welfare data with other persons or entities within the welfare system for the purposes of planning, developing, coordinating and implementing needed services

3. Data created prior to the death of a person retains the same legal classification (public, private, confidential) after the person's death that it had before the death.

B. Providing Notice

At the time of service initiation, the person and his/her legal representative, if any, will be notified of this program's data privacy policy. Staff will document that this information was provided to the individual and/or their legal representative in the individual record.

C. Obtaining Informed Consent or Authorization for Release of Information

1. At the time informed consent is being obtained staff must tell the person or the legal representative individual the following:

a. why the data is being collected;

b. how the agency intends to use the information;

c. whether the individual may refuse or is legally required to furnish the information;

d. what known consequences may result from either providing or refusing to disclose the information; and with whom the collecting agency is authorized by law to share the data. What the individual can do if they believe the information is incorrect or incomplete;

e. how the individual can see and get copies of the data collected about them; and any other rights that the individual may have

regarding the specific type of information collected.

2. A proper informed consent or authorization for release of information form must include these factors (unless otherwise prescribed by the HIPAA Standards of Privacy of Individually Identifiable Health Information 45 C.F.R. section 164):

a. be written in plain language;

b. be dated;

c. designate the particular agencies or person(s) who will get the information;

d. specify the information which will be released;

e. indicate the specific agencies or person who will release the information;

f. specify the purposes for which the information will be used immediately and in the future;

g. contain a reasonable expiration date of no more than one year; and

h. specify the consequences for the person by signing the consent form, including:

"Consequences: I know that state and federal privacy laws protect my records. I know:

· Why I am being asked to release this information.

· I do not have to consent to the release of this information. But not doing so may affect this program's ability to provide needed services to me.

· If I do not consent, the information will not be released unless the law otherwise allows it.

· I may stop this consent with a written notice at any time, but this written notice will not affect information this program has already released.

· The person(s) or agency(ies) who get my information may be able to pass it on to others.

· If my information is passed on to others by this program, it may no longer be protected by this authorization.

· This consent will end one year from the date I sign it, unless the law allows for a longer period."

i. Maintain all informed consent documents in the consumer's individual record.

D. Staff Access to Private Data

1. This policy applies to all program staff, volunteers, and persons or agencies under contract with this program (paid or unpaid).

2. Staff persons do not automatically have access to private data about the persons served by this program or about other staff or agency personnel. Staff persons must have a specific work function need for the information. Private data about persons are available only to those program employees whose work assignments reasonably require access to the data; or who are authorized by law to have access to the data.

3. Any written or verbal exchanges about a person's private information by staff with other staff or any other persons will be done in such a way as to preserve confidentiality, protect data privacy, and respect the dignity of the person whose private data is being shared.

4. As a general rule, doubts about the correctness of sharing information should be referred to the supervisor.

E. Individual access to private data.

Individuals or their legal representatives have a right to access and review the individual record.

1. A staff person will be present during the review and will make an entry in the person's progress notes as to the person who accessed the record, date and time of review, and list any copies made from the record.

2. An individual may challenge the accuracy or completeness of information contained in the record. Staff will refer the individual to the grievance policy for lodging a complaint.

3. Individuals may request copies of pages in their record.

4. No individual, legal representative, staff person, or anyone else may permanently remove or destroy any portion of the person's record.

F. Case manager access to private data.

A person's case manager and the foster care licensor have access to the records of person's served by the program under section 245D.095, subd. 4.

C. Requesting Information from Other Licensed Caregivers or Primary Health Care Providers.

1. Complete the attached release of information authorization form. Carefully list all the consults, reports or assessments needed, giving specific dates whenever possible. Also, identify the purpose for the request.

2. Clearly identify the recipient of information. If information is to be sent to the program's health care consultant or other staff at the program, include Attention: (name of person to receive the information), and the name and address of the program.

3. Assure informed consent to share the requested private data with the person or entity has been obtained from the person or the legal representative.

4. Keep the document in the person's record.

Policy reviewed and authorized by:

_____

Print name & title Signature

Date of last policy review: _____ Date of last policy revision: _____

2.10 Grievance Policy

Grievance Policy

Program Name: _____

I. Policy

It is the policy of this DHS licensed provider (program) to ensure that people served by this program have the right to respectful and responsive services. We are committed to providing a simple complaint process for the people served in our program and their authorized or legal representatives to bring grievances forward and have them resolved in a timely manner.

II. Procedures

A. Service Initiation

A person receiving services and their case manager will be notified of this policy, and provided a copy, within five working days of service initiation.

B. How to File a Grievance

1. The person receiving services or person's authorized or legal representative:

a. should talk to a staff person that they feel comfortable with about their complaint or problem;

b. clearly inform the staff person that they are filing a formal grievance and not just an informal complaint or problem; and

c. may request staff assistance in filing a grievance.

2. If the person or person's authorized or legal representative does not believe that their grievance has been resolved they may bring the complaint to the highest level of authority in this program.

· That person is: Shermarke Hurreh Program Director

· They may be reached at:

o 2021 E Hennepin Ave 130

Minneapolis, MN 55413

o 612-532-2846

C. Response by the Program

1. Upon request, staff will provide assistance with the complaint process to the service recipient and their authorized representative. This assistance will include:

a. the name, address, and telephone number of outside agencies to assist the person; and

b. responding to the complaint in such a manner that the service recipient or authorized representative's concerns are resolved.

2. This program will respond promptly to grievances that affect the health and safety of service recipients.

3. All other complaints will be responded to within 14 calendar days of the receipt of the complaint.

4. All complaints will be resolved within 30 calendar days of the receipt.

5. If the complaint is not resolved within 30 calendar days, this program will document the reason for the delay and a plan for resolution.

6. Once a complaint is received, the program is required to complete a complaint review. The complaint review will include an evaluation of whether:

a. related policy and procedures were followed;

b. related policy and procedures were adequate;

c. there is a need for additional staff training;

d. the complaint is similar to past complaints with the persons, staff, or services involved; and

e. there is a need for corrective action by the license holder to protect the health and safety of persons receiving services.

7. Based on this review, the license holder must develop, document, and implement a corrective action plan designed to correct current lapses and prevent future lapses in performance by staff or the license holder, if any.

8. The program will provide a written summary of the complaint and a notice of the complaint resolution to the person and case manager that:

a. identifies the nature of the complaint and the date it was received;

b. includes the results of the complaint review; and

c. identifies the complaint resolution, including any corrective action.

D. The complaint summary and resolution notice must be maintained in the person's record.

Policy reviewed and authorized by:

_____

Print name & title Signature

Date of last policy review: _____ Date of last policy revision: _____

Legal Authority: Minn. Stat. § 245D.10, subd. 2 and 4

2.11 Emergency Use of Manual Restraint Not Allowed Policy

Program Name: _____

I. Policy

It is the policy of this DHS licensed provider (program) to promote the rights of persons served by this program and to protect their health and safety during the emergency use of manual restraints.

"Emergency use of manual restraint" means using a manual restraint when a person poses an imminent risk of physical harm to self or others and it is the least restrictive intervention that would achieve safety. Property damage, verbal aggression, or a person's refusal to receive or participate in treatment or programming on their own, do not constitute an emergency.

II. Positive support strategies and techniques required

A. The following positive support strategies and techniques must be used to attempt to de-escalate a person's behavior before it poses an imminent risk of physical harm to self or others:

- Follow individualized strategies in a person's support plan and support plan addendum;
- Shift the focus by verbally redirect the person to a desired alternative activity;
- Model desired behavior;
- Reinforce appropriate behavior
- Offer choices, including activities that are relaxing and enjoyable to the person;
- Use positive verbal guidance and feedback;
- Actively listen to a person and validate their feelings;
- Create a calm environment by reducing sound, lights, and other factors that may agitate a person;
- Speak calmly with reassuring words, consider volume, tone, and non-verbal communication;
- Simplify a task or routine or discontinue until the person is calm and agrees to participate; or
- Respect the person's need for physical space and/or privacy.

B. The program will develop a positive support transition plan on the forms and in manner prescribed by the Commissioner and within the required timelines for each person served when required in order to:

1. eliminate the use of prohibited procedures as identified in section III of this policy;
2. avoid the emergency use of manual restraint as identified in section I of this policy;
3. prevent the person from physically harming self or others; or
4. phase out any existing plans for the emergency or programmatic use of restrictive interventions prohibited.

III. Permitted actions and procedures

Use of the following instructional techniques and intervention procedures used on an intermittent or continuous basis are permitted by this program. When used on a continuous basis, it must be addressed in a person's support plan addendum.

A. Physical contact or instructional techniques must be use the least restrictive alternative possible to meet the needs of the person and may be used to:
   1. calm or comfort a person by holding that persons with no resistance from that person;
   2. protect a person known to be at risk of injury due to frequent falls as a result of a medical condition;
   3. facilitate the person's completion of a task or response when the person does not resist or the person's resistance is minimal in intensity and duration; or
   4. block or redirect a person's limbs or body without holding the person or limiting the person's movement to interrupt the person's behavior that may result in injury to self or others, with less than 60 seconds of physical contact by staff; or
   5. to redirect a person's behavior when the behavior does not pose a serious threat to the person or others and the behavior is effectively redirected with less than 60 seconds of physical contact by staff.

B. Restraint may be used as an intervention procedure to:
   1. allow a licensed health care professional to safely conduct a medical examination or to provide medical treatment ordered by a licensed health care professional to a person necessary to promote healing or recovery from an acute, meaning short-term, medical condition; or
   2. assist in the safe evacuation or redirection of a person in the event of an emergency and the person is at imminent risk of harm; or
   3. position a person with physical disabilities in a manner specified in the person's support plan addendum.

Any use of manual restraint as allowed in this paragraph [Section B] must comply with the restrictions identified in [Section A].

C. Use of adaptive aids or equipment, orthotic devices, or other medical equipment ordered by a licensed health professional to treat a diagnosed medical condition do not in and of themselves constitute the use of mechanical restraint.

IV. Prohibited Procedures

Use of the following procedures as a substitute for adequate staffing, for a behavioral or therapeutic program to reduce or eliminate behavior, as punishment, or for staff convenience, is prohibited by this program:

1. chemical restraint;
2. mechanical restraint;
3. manual restraint;
4. time out;
5. seclusion; or
6. any aversive or deprivation procedure.

V. Manual Restraints Not Allowed in Emergencies

A. This program does not allow the emergency use of manual restraint. The following alternative measures must be used by staff to achieve safety when a person's conduct poses an imminent risk of physical harm to self or others and less restrictive strategies have not achieved safety:

[Continue to utilize the positive support strategies;

- Continue to follow individualized strategies in a person's support plan and support plan addendum;
- Ask the person and/or others if they would like to move to another area where they may feel safer or calmer;
- Remove objects from the person's immediate environment that they may use to harm self or others

Call 911 for law enforcement assistance if the alternative measures listed above are ineffective in order to achieve safety for the person and/or others. While waiting for law enforcement to arrive staff will continue to offer the alternative measures listed above if doing so does not pose a risk of harm to the person and/or others.

B. The program will not allow the use of an alternative safety procedure with a person when it has been determined by the person's physician or mental health provider to be medically or psychologically contraindicated for a person. This program will complete an assessment of whether the allowed procedures are contraindicated for each person receiving services as part of the required service planning required under the 245D Home and Community-based Services (HCBS) Standards (section 245D.07, subdivision 2, for recipients of basic support services; or section 245D.071, subdivision 3, for recipients of intensive support services).

VI. Reporting Emergency Use of Manual Restraint

As stated in section V, this program does not allow the emergency use of manual restraint. Any staff person who believes or knows that a manual restraint was implemented during an emergency basis they must immediately report the incident to the person listed below.

The program has identified the following person or position responsible for reporting the emergency use of manual restrain according to the standards in section 245D.061 and part 9544.0110, when determined necessary.

Shermarke Hurreh Program Director

Policy reviewed and authorized by:

_____

Print name & title Signature

Date of last policy review: _____ Date of last policy revision: _____

Legal Authority: MS §§ 245D.06, subd. 5 to subd, 8; 245D.061, MR part 9544.0110

2.12 Maltreatment of Minors Mandated Reporting 1/2

Maltreatment of Minors Mandated Reporting

This form may be used by any provider licensed by the Minnesota Department of Human Services, except family

child care. The form for family child care providers can be found in eDocs #7634C.

What to report

- Maltreatment includes egregious harm, neglect, physical abuse, sexual abuse, substantial child endangerment, threatened injury, and mental injury. For definitions refer to Minnesota Statutes, section 260E.03, and pages 3-6 of this document. Maltreatment must be reported if you have witnessed or have reason to believe that a child is being or has been maltreated within the last three years.

Who must report

- If you work in a licensed facility, you are a "mandated reporter" and are legally required (mandated) to report maltreatment. You cannot shift the responsibility of reporting to your supervisor or to anyone else at your licensed facility.
- In addition, people who are not mandated reporters may voluntarily report maltreatment.

Where to report

- If you know or suspect that a child is in immediate danger, call 9-1-1.
- Reports concerning suspected maltreatment of children, or other violations of Minnesota Statutes or Rules, in facilities licensed by the Minnesota Department of Human Services, should be made to the Licensing Division's Central Intake line at 651-431-6600.
- Incidents of suspected maltreatment of children occurring within a family, in the community, at a family child care program, or in a child foster care home, should be reported to the local county social services agency at **HENNEPIN COUNTY FAMILY SERVICES 612-348-3552** or local law enforcement at **MINNEAPOLIS POLICE DEPT. 612-673-3000**.

When to report

- Mandated reporters must make a report to one of the agencies listed above immediately (as soon as possible but no longer than 24 hours).

Information to report

- A report to any of the above agencies should contain enough information to identify the child involved, any persons responsible for the maltreatment (if known), and the nature and extent of the maltreatment and/or possible licensing violations. For reports concerning suspected maltreatment occurring within a licensed facility, the report should include any actions taken by the facility in response to the incident.

Failure to report

- A mandated reporter who knows or has reason to believe a child is or has been maltreated and fails to report is guilty of a misdemeanor.
- In addition, a mandated reporter who fails to report serious or recurring maltreatment may be disqualified from a position allowing direct contact with, or access to, persons receiving services from programs, organizations, and/or agencies that are required to have individuals complete a background study by the Department of Human Services as listed in Minnesota Statutes, section 245C.03.

Retaliation prohibited

- An employer of any mandated reporter is prohibited from retaliating against (getting back at):
  - an employee for making a report in good faith; or
  - a child who is the subject of the report.
- If an employer retaliates against an employee, the employer may be liable for damages and/or penalties.

Staff training

The license holder must train all mandated reporters on their reporting responsibilities, according to the training requirements in the statutes and rules governing the licensed program. The license holder must document the provision of this training in individual personnel records, monitor implementation by staff, and ensure that the policy is readily accessible to staff, as specified under Minnesota Statutes, section 245A.04, subdivision 14.

Provide policy to parents

For licensed child care centers, the mandated reporting policy must be provided to parents of all children at the time of enrollment and must be available upon request. The definitions section (p. 3-6) is optional to provide to parents.

The following sections only apply to license holders that serve children. This does not include family child foster care per Minnesota Statutes 245A.66, subd. 1.

Internal review

- When the facility has reason to know that an internal or external report of alleged or suspected maltreatment has been made, the facility must complete an internal review within 30 calendar days and take corrective action, if necessary, to protect the health and safety of children in care.

- The internal review must include an evaluation of whether:
  - related policies and procedures were followed;
  - the policies and procedures were adequate;
  - there is a need for additional staff training;
  - the reported event is similar to past events with the children or the services involved; and
  - there is a need for corrective action by the license holder to protect the health and safety of children in care.

Primary and secondary person or position to ensure reviews completed

The internal review will be completed by **Shermarke Hurreh, Program** Director. If this individual is involved in the alleged or suspected maltreatment, **Cheick Traore, Program Manager** will be responsible for completing the internal review.

Documentation of internal review

The facility must document completion of the internal review and make internal reviews accessible to the commissioner immediately upon the commissioner's request.

Corrective action plan

Based on the results of the internal review, the license holder must develop, document, and implement a corrective action plan to correct any current lapses and prevent future lapses in performance by individuals or the license holder.

Definitions

Found in Minnesota Statutes, section 260E.03

Egregious harm (Minnesota Statutes, section 260E.03, subd. 5)

"Egregious harm" means harm under section 260C.007, subdivision 14, or a similar law of another jurisdiction.

Minnesota Statutes, section 260C.007, Subd. 14

"Egregious harm" means the infliction of bodily harm to a child or neglect of a child which demonstrates a grossly inadequate ability to provide minimally adequate parental care. The egregious harm need not have occurred in the state or in the county where a termination of parental rights action is otherwise properly venued. Egregious harm includes, but is not limited to:

1. conduct towards a child that constitutes a violation of sections 609.185 to 609.2114, 609.222, subdivision 2, 609.223, or any other similar law of any other state;
2. the infliction of "substantial bodily harm" to a child, as defined in section 609.02, subdivision 7a;
3. conduct towards a child that constitutes felony malicious punishment of a child under section 609.377;
4. conduct towards a child that constitutes felony unreasonable restraint of a child under section 609.255, subdivision 3;
5. conduct towards a child that constitutes felony neglect or endangerment of a child under section 609.378;
6. conduct towards a child that constitutes assault under section 609.221, 609.222, or 609.223;
7. conduct towards a child that constitutes solicitation, inducement, or promotion of, or receiving profit derived from prostitution under section 609.322;
8. conduct towards a child that constitutes murder or voluntary manslaughter as defined by United States Code, title 18, section 1111(a) or 1112(a);
9. conduct towards a child that constitutes aiding or abetting, attempting, conspiring, or soliciting to commit a murder or voluntary manslaughter that constitutes a violation of United States Code, title 18, section 1111(a) or 1112(a); or
10. conduct toward a child that constitutes criminal sexual conduct under sections 609.342 to 609.345.

Maltreatment (Minnesota Statutes, section 260E.03, subd. 12) "Maltreatment" means any of the following acts or omissions:

1. egregious harm under subdivision 5;
2. neglect under subdivision 15;
3. physical abuse under subdivision 18;
4. sexual abuse under subdivision 20;
5. substantial child endangerment under subdivision 22;
6. threatened injury under subdivision 23;

7. mental injury under subdivision 13; and
8. maltreatment of a child in a facility.

2.13 Maltreatment of Minors Mandated Reporting 2/2

Mental injury (Minnesota Statutes, section 260E.03, subd.13)

"Mental injury" means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within a normal range of performance and behavior with due regard to the child's culture.

Neglect (Minnesota Statutes, section 260E.03, subd. 15)

A. "Neglect" means the commission or omission of any of the acts specified under clauses (1) to (8), other than by accidental means:
   1. failure by a person responsible for a child's care to supply a child with necessary food, clothing, shelter, health, medical, or other care required for the child's physical or mental health when reasonably able to do so;
   2. failure to protect a child from conditions or actions that seriously endanger the child's physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
   3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors as the child's age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for the child's own basic needs or safety, or the basic needs or safety of another child in their care;
   4. failure to ensure that the child is educated as defined in sections 120A.22 and 260C.163, subdivision 11, which does not include a parent's refusal to provide the parent's child with sympathomimetic medications, consistent with section 125A.091, subdivision 5;
   5. prenatal exposure to a controlled substance, as defined in section 253B.02, subdivision 2, used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child at birth, medical effects or developmental delays during the child's first year of life that medically indicate prenatal exposure to a controlled substance, or the presence of a fetal alcohol spectrum disorder;
   6. medical neglect, as defined in section 260C.007, subdivision 6, clause (5);
   7. chronic and severe use of alcohol or a controlled substance by a person responsible for the child's care that adversely affects the child's basic needs and safety; or
   8. emotional harm from a pattern of behavior that contributes to impaired emotional functioning of the child which may be demonstrated by a substantial and observable effect in the child's behavior, emotional response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

B. Nothing in this chapter shall be construed to mean that a child is neglected solely because the child's parent, guardian, or other person responsible for the child's care in good faith selects and depends upon spiritual means or prayer for treatment or care of disease or remedial care of the child in lieu of medical care.

C. This chapter does not impose upon persons not otherwise legally responsible for providing a child with necessary food, clothing, shelter, education, or medical care a duty to provide that care.

Physical abuse (Minnesota Statutes, section 260E.03, subd.18)

A. "Physical abuse" means any physical injury, mental injury under subdivision 13, or threatened injury under subdivision 23, inflicted by a person responsible for the child's care on a child other than by accidental means, or any physical or mental injury that cannot reasonably be explained by the child's history of injuries, or any aversive or deprivation procedures, or regulated interventions, that have not been authorized under section 125A.0942 or 245.825.

B. Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian that does not result in an injury. Abuse does not include the use of reasonable force by a teacher, principal, or school employee as allowed by section 121A.582.

C. For the purposes of this subdivision, actions that are not reasonable and moderate include, but are not limited to, any of the following:
   1. throwing, kicking, burning, biting, or cutting a child;
   2. striking a child with a closed fist;

3. shaking a child under age three;

   4. striking or other actions that result in any nonaccidental injury to a child under 18 months of age;

5. unreasonable interference with a child's breathing;

   6. threatening a child with a weapon, as defined in section 609.02, subdivision 6;

   7. striking a child under age one on the face or head;

8. striking a child who is at least age one but under age four on the face or head, which results in an injury;

9. purposely giving a child:

   i. poison, alcohol, or dangerous, harmful, or controlled substances that were not prescribed for the child by a practitioner in order to control or punish the child; or

   ii. other substances that substantially affect the child's behavior, motor coordination, or judgment; that result in sickness or internal injury; or that subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances;

10. unreasonable physical confinement or restraint not permitted under section 609.379, including but not limited to tying, caging, or chaining; or

11. in a school facility or school zone, an act by a person responsible for the child's care that is a violation under section 121A.58.

Sexual abuse (Minnesota Statutes, section 260E.03, subd.20)

"Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child, or by a person in a current or recent position of authority, to any act that constitutes a violation of section 609.342 (criminal sexual conduct in the first degree), 609.343 (criminal sexual conduct in the second degree), 609.344 (criminal sexual conduct in the third degree), 609.345 (criminal sexual conduct in the fourth degree), 609.3451 (criminal sexual conduct in the fifth degree), or 609.352 (solicitation of children to engage in sexual conduct; communication of sexually explicit materials to children).

Sexual abuse also includes any act involving a child that constitutes a violation of prostitution offenses under sections 609.321 to 609.324 or 617.246. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes child sex trafficking as defined in section 609.321, subdivisions 7a and 7b.

Sexual abuse includes threatened sexual abuse, which includes the status of a parent or household member who has committed a violation that requires registration as an offender under section 243.166, subdivision 1b, paragraph (a) or (b), or required registration under section 243.166, subdivision 1b, paragraph (a) or (b).

Substantial child endangerment (Minnesota Statutes, section 260E.03, subd. 22)

"Substantial child endangerment" means that a person responsible for a child's care, by act or omission, commits or attempts to commit an act against a child under their care that constitutes any of the following:

1. egregious harm under subdivision 5;

2. abandonment under section 260C.301, subdivision 2;

3. neglect under subdivision 15, paragraph (a), clause (2), that substantially endangers the child's physical or mental health, including a growth delay, which may be referred to as failure to thrive, that has been diagnosed by a physician and is due to parental neglect;

4. murder in the first, second, or third degree under section 609.185, 609.19, or 609.195;

5. manslaughter in the first or second degree under section 609.20 or 609.205;

6. assault in the first, second, or third degree under section 609.221, 609.222, or 609.223;

7. solicitation, inducement, and promotion of prostitution under section 609.322;

8. criminal sexual conduct under sections 609.342 to 609.3451;

9. solicitation of children to engage in sexual conduct under section 609.352;

10. malicious punishment or neglect or endangerment of a child under section 609.377 or 609.378;

11. use of a minor in sexual performance under section 617.246; or

12. parental behavior, status, or condition that mandates that the county attorney file a termination of parental rights petition under section 260C.503, subdivision 2.

Threatened injury (Minnesota Statutes, section 260E.03, subd. 23)

A. "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury.

B. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care, as defined in subdivision 17, who has:

   1. subjected a child to, or failed to protect a child from, an overt act or condition that constitutes egregious harm under subdivision 5 or a similar law of another jurisdiction;

   2. been found to be palpably unfit under section 260C.301, subdivision 1, paragraph (b), clause (4), or a similar law of another jurisdiction;

   3. committed an act that resulted in an involuntary termination of parental rights under section

260C.301, or a similar law of another jurisdiction; or

4. committed an act that resulted in the involuntary transfer of permanent legal and physical custody of a child to a relative under Minnesota Statutes 2010, section 260C.201, subdivision 11, paragraph (d), clause (1), section 260C.515, subdivision 4, or a similar law of another jurisdiction.

C. A child is the subject of a report of threatened injury when the local welfare agency receives birth match data under section 260E.14, subdivision 4, from the Department of Human Services.

2.14 MALTREATMENT OF VULNERABLE ADULTS MANDATED REPORTING

MALTREATMENT OF VULNERABLE ADULTS MANDATED REPORTING

If you are a mandated reporter, and you know or suspect maltreatment of a vulnerable adult, you must report it immediately (within 24 hours).

Where to report

- Call the Minnesota Adult Abuse Reporting Center (MAARC) at 844-880-1574.

- Or, report internally to **Shermarke Hurreh, Program Director** If the individual listed above is involved in the alleged or suspected maltreatment, report to **Cheick Traore, Program Manager**.

Internal report

- When an internal report is received, **Shermarke Hurreh,** is responsible for deciding if the report must be forwarded to the Minnesota Adult Abuse Reporting Center (MAARC).
- If that person is involved in the suspected maltreatment, **Cheick Traore** will assume responsibility for deciding if the report must be forwarded to MAARC. The report must be forwarded within 24 hours.
- If you have reported internally, you should receive, within two working days, a written notice that tells you whether or not your report has been forwarded to MAARC. You should receive this notice in a manner that protects your identity. It will inform you that, if you are not satisfied with the facility's decision on whether or not to report externally, you may still contact the reporting center and be protected against retaliation.

Internal review

- When the facility has reason to know that an internal or external report of alleged or suspected maltreatment has been made, the facility must complete an internal review within 30 calendar days.

- The internal review must include an evaluation of whether:

(i) related policies and procedures were followed;

(ii) the policies and procedures were adequate;

(iii) there is a need for additional staff training;

(iv) the reported event is similar to past events with the vulnerable adults or the services involved; and

(v) there is a need for corrective action by the license holder to protect the health and safety of vulnerable adults.

Primary and secondary person or position to review

The internal review will be completed by **Shermarke Hurreh,**. If this individual is involved in the alleged or suspected maltreatment, **Cheick Traore** will be responsible for completing the internal review.

Documentation of internal review

The facility must document completion of the internal review and make internal reviews accessible to the commissioner immediately upon the commissioner's request.

Corrective action plan

Based on the results of the internal review, the license holder must develop, document, and implement a corrective action plan designed to correct current lapses and prevent future lapses in performance by individuals or the license holder, if any.

Staff training

The license holder shall ensure that each new mandated reporter receives an orientation within 72 hours of first providing direct contact services to a vulnerable adult and annually thereafter. The orientation and annual review shall inform the mandated reporters of the reporting requirements and definitions specified under Minnesota Statutes, sections 626.557 and 626.5572, the requirements of Minnesota Statutes, section 245A.65, the license holder's program abuse prevention plan, and all internal policies and procedures related to the prevention and reporting of maltreatment of individuals receiving services. The license holder must document the provisionof this training, monitor implementation by staff, and ensure the policy is readily accessible to staff, as specified under Minnesota Statutes, section 245A.04, subdivision 14.

For further information, visit www.mn.gov/adult-protection .

THIS REPORTING POLICY MUST BE POSTED IN A PROMINENT LOCATION, AND BE MADE AVAILABLE UPON REQUEST.

2.15 Temporary Service Suspension Policy

Policy

It is the policy of this DHS licensed provider (program) to ensure our procedures for temporary service suspension promote continuity of care and service coordination for persons receiving services.

II. Procedures

This program will limit temporary service suspension to the following situations:

1. The person's conduct poses an imminent risk of physical harm to self or others and either:

a. positive support strategies have been implemented to resolve the issues leading to the temporary service suspension but have not been effective and additional positive support strategies would not achieve and maintain safety; or

b. less restrictive measures would not resolve the issues leading to the suspension; OR

2. The person has emergent medical issues that exceed the license holder's ability to meet the person's needs; OR

3. The program has not been paid for services.

B. Prior to giving notice of temporary service suspension, the program must document actions taken to minimize or eliminate the need for service suspension.

1. Action taken by the program must include , at a minimum:

a. Consultation with the person's support team or expanded support team to identify and resolve issues leading to issuance of the notice; and

b. A request to the case manager for intervention services identified, including behavioral support services, in-home or out-of-home crisis respite services, specialist services, or other professional consultation or intervention services to support the person in the program.

2. If, based on the best interests of the person, the circumstances at the time of the notice were such that the program unable to consult with the person's team or request interventions services, the program must document the specific circumstances and the reason for being unable to do so.

C. The notice of temporary service suspension must meet the following requirements:

1. This program must notify the person or the person's legal representative and the case manager in writing of the intended temporary service suspension.

2. If the temporary service suspension is from residential supports and services, including supported living services, foster care services, or residential services in a supervised living facility, including and ICF/DD, the program must also notify the Commissioner in writing. DHS notification will be provided by fax at 651-431-7406.

3. Notice of temporary service suspension must be given on the first day of the service suspension.

4. The written notice service suspension must include the following elements:

a. The reason for the action;

b. A summary of actions taken to minimize or eliminate the need for temporary service suspension; and

c. Why these measures failed to prevent the suspension.

5. During the temporary suspension period the program must:

a. Provide information requested by the person or case manager;

b. Work with the support team or expanded support team to develop reasonable alternatives to protect the person and others and to support continuity of care; and

c. Maintain information about the service suspension, including the written notice of temporary service suspension in the person's record.

D. A person has the right to return to receiving services during or following a service suspension with the following conditions.

1. Based on a review by the person's support team or expanded support team, the person no longer poses an imminent risk of physical harm to self or others, the person has a right to return to receiving services.

2. If, at the time of the service suspension or at any time during the suspension, the person is receiving treatment related to the conduct that resulted in the service suspension, the support team or expanded support team must consider the recommendation of the licensed health professional, mental health professional, or other licensed professional involved in the person's care or treatment when determining whether the person no longer poses an imminent risk of physical harm to self or others and can return to the program.

3. If the support team or expanded support team makes a determination that is contrary to the recommendation of a licensed professional treating the person, the program must document the specific reasons why a contrary decision was made.

Policy reviewed and authorized by:

_____

Print Name & Title Signature

Date of last policy review: _____ Date of last policy revision: _____

Legal Authority: MS § 245D.10, subd. 3

2.16 Service Termination Policy

Program Name: Affinity Caregiver LLC_____

I. Policy

It is the policy of this DHS licensed provider (program) to ensure our procedures for service termination promote continuity of care and service coordination for persons receiving services.

II. Procedures

A. This program must permit each person to remain in the program or to continue receiving services and must not terminate services unless:

1. The termination is necessary for the person's welfare and the license holder cannot meet the person's needs;

2. The safety of the person, others in the program, or staff in the program is endangered and positive support strategies were attempted and have not achieved and effectively maintained safety for the person or others;

3. The health of the person, others in the program, or staff would otherwise be endangered;

4. The license holder has not been paid for services;

5. The program or license holder ceases to operate; or

6. The person has been terminated by the lead agency from waiver eligibility.

B. Prior to giving notice of service termination this program must document the actions taken to minimize or eliminate the need for termination notice.

1. Action taken by the license holder must include, at a minimum:

a. Consultation with the person’s support team or expanded support team to identify and resolve issues leading to the issuance of the notice; and

b. A request to the case manager for intervention services, including behavioral support services, in-home or out-of-home crisis respite services, specialist services, or other professional consultation or intervention services to support the person in the program.

The request for intervention services will not be made for service termination notices issued because the program has not been paid for services.

2. If, based on the best interests of the person, the circumstances at the time of the notice were such that the program unable to consult with the person’s team or request interventions services, the program must document the specific circumstances and the reason for being unable to do so.

C. The notice of service termination must meet the following requirements:

1. This program must notify the person or the person’s legal representative and the case manager in writing of the intended service termination.

2. If the service termination is from residential supports and services, including supported living services, foster care services, or residential services in a supervised living facility, including an ICF/DD, the license holder must also notify the Department of Human Services in writing. DHS notification will be provided by fax at 651-431-7406.

3. The written notice of a proposed service termination must include all of the following elements:

a. The reason for the action;

b. A summary of actions taken to minimize or eliminate the need for service termination or temporary service suspension, and why these measures failed to prevent the termination or suspension. A summary of actions is not required when service termination is a result of the when the program ceasing operation;

c. The person's right to appeal the termination of services under Minnesota Statutes, section 256.045, subdivision 3,

paragraph (a); and

d. The person's right to seek a temporary order staying the termination of services according to the procedures in section 256.045, subdivision 4a or 6, paragraph (c).

4. The written notice of a proposed service termination, including those situations which began with a temporary service suspension, must be given before the proposed effective date of service termination.

a. For those persons receiving intensive supports and services, the notice must be provided at least 60 days before the proposed effective date of service termination.

b. For those persons receiving other services, the notice must be provided at least 30 days before the proposed effective date of service termination.

5. This notice may be given in conjunction with a notice of temporary service suspension.

D. During the service termination notice period, the program must:

1. Work with the support team or expanded support team to develop reasonable alternatives to protect the person and others and to support continuity of care;

2. Provide information requested by the person or case manager; and

3. Maintain information about the service termination, including the written notice of intended service termination, in the person's record.

Policy reviewed and authorized by:

_____

Print Name & Title Signature

Date of last policy review: _____ Date of last policy revision: _____

Legal Authority: MS § 245D.10, subd. 3a

3.Employment Status & Recordkeeping

3.1 Employment Classifications

For purposes of salary administration and eligibility for overtime payments and employee benefits, Affinity Caregiver Llc classifies employees as either exempt or non-exempt. Non-exempt employees are entitled to overtime pay in accordance with federal and state overtime provisions. Exempt employees are exempt from federal and state overtime laws and, but for a few narrow exceptions, are generally paid a fixed amount of pay for each workweek in which work is performed.

If you change positions during your employment with Affinity Caregiver Llc or if your job responsibilities change, you will be informed by the HR Director of any change in your exempt status.

In addition to your designation of either exempt or non-exempt, you also belong to one of the following employment categories:

Full-Time:

Full-time employees are regularly scheduled to work greater or equal to 40 hours per week. Generally, regular full-time employees are eligible for Affinity Caregiver Llc's benefits, subject to the terms, conditions, and limitations of each benefit program.

Part-Time:

Part-time employees are regularly scheduled to work less than 40 hours per week. Regular part-time employees may be eligible for some Affinity Caregiver Llc benefit programs, subject to the terms, conditions, and limitations of each benefit program.

Temporary:

Temporary employees include those hired for a limited time to assist in a specific function or in the completion of a specific project. Temporary employees generally are not entitled to [Affinity Caregiver Llc benefits, but are eligible for statutory benefits to the extent required by law. Employment beyond any initially stated period does not in any way imply a change in employment status or classification. Temporary employees retain temporary status unless and until they are notified, by Affinity Caregiver Llc Management, of a change.

3.2 Personnel Data Changes

It is the responsibility of each employee to promptly notify their supervisor or the HR Director of any changes in personnel data. Such changes may affect your eligibility for benefits, the amount you pay for benefit premiums, and your receipt of important company information.

If any of the following have changed or will change in the coming future, contact your supervisor or the HR Director as soon as possible:

- Legal name
- Mailing address
- Telephone number(s)
- Change of beneficiary
- Exemptions on your tax forms
- Emergency contact(s)
- Training certificates
- Professional licenses

3.3 Access to Personnel Records (Minnesota Employees)

Following a good faith written request, current Affinity Caregiver Llc employees, as well as separated employees, may review their personnel records. Current employees may review their records once every six months. Separated employees may review their records once per year for as long as the record is maintained.

"Personnel record" means: any application for employment; wage or salary history; notices of commendation; discipline notices or warnings; pay deduction authorizations; fringe benefit information; leave records; and employment history, including job titles, dates of promotions, transfers, and other changes, attendance records, performance evaluations, and retirement records.

If the personnel record is physically located within the state of Minnesota, Affinity Caregiver Llc will provide the employee with an opportunity to review their record within seven days of a written request. If the personnel record is located outside of Minnesota, Affinity Caregiver Llc will provide the employee with access to their personnel record within fourteen days of a written request.

Personnel records must be reviewed in the presence of the HR Director. Following review of the records and upon written request, Affinity Caregiver Llc will provide the employee with a copy of the record at no charge.

If an employee disputes information contained in their personnel record, they may request that it be removed or revised. If Affinity Caregiver Llc does not agree that the information should be removed or revised, the employee may submit up to a five page written statement explaining their position. This statement will be retained along with the disputed information for as long as the information is maintained in the employee's personnel record.

Affinity Caregiver Llc will not take any action against an employee for appropriately asserting their rights to review their personnel record.

3.4 Expense Reimbursement

Affinity Caregiver Llc reimburses employees for necessary expenditures and reasonable costs incurred in the course of doing their jobs. Expenses incurred by an employee must be approved in advance by the HR Director.

Some expenses that may warrant reimbursement include, but are not limited, to the following: mileage costs, air or ground transportation costs, lodging, meals for the purpose of carrying out company business, and any other reimbursable expenses as required by law. Employees are expected to make a reasonable effort to limit business expenses to economical options.

To be reimbursed, employees must submit expense reports to the HR Director for approval. The report must be accompanied by receipts or other documentation substantiating the expenses. Questions regarding this policy should be directed to your supervisor.

3.5 Termination of Employment

Termination of employment is an inevitable part of personnel activity within any organization.

Notice of Voluntary Separation

Employees who intend to terminate employment with Affinity Caregiver Llc shall provide Affinity Caregiver Llc with at least two weeks written notice. Such notice is intended to allow the Company time to adjust to the employee's departure without placing undue burden on those employees who may be required to fill in before a replacement can be found.

Return of Company Property

Any employee who terminates employment with Affinity Caregiver Llc shall return all files, records, keys, and any other materials that are the property of Affinity Caregiver Llc prior to their last date of employment.

Final Pay

Affinity Caregiver Llc will provide employees with their final pay in accordance with applicable federal, state and local laws.

Benefits Upon Termination

All accrued and/or vested benefits that are due and payable at termination will be paid in accordance with applicable federal, state and local laws.

Certain benefits, such as healthcare coverage, may continue at the employee's expense, if the employee elects to do so. Affinity Caregiver Llc will notify employees of the benefits that may be continued and of the terms, conditions, and limitations of such continuation.

If you have any questions or concerns regarding this policy, contact Affinity Caregiver Llc's HR Director.

4.Working Conditions & Hours

4.1 Company Hours

Affinity Caregiver Llc is open for business from Monday - Friday 09:00 AM to 05:30 PM. This excludes holidays recognized by Affinity Caregiver Llc. The standard workweek is 40 hours.

Supervisors will advise employees of their scheduled shift, including starting and ending times. Business needs may necessitate a variation in your starting and ending times as well as in the total hours you may be scheduled to work each day and each week.

4.2 Emergency Closing

At times, emergencies such as severe weather, fires, or power failures can disrupt company operations. In extreme cases, these circumstances may require the closing of a work facility. The decision to close or delay regular operations will be made by Affinity Caregiver Llc management.

When a decision is made to close, employees will receive official notification from Affinity Caregiver Llc.

Note: In a declared state of emergency that prohibits travel, employees shouldn't report to work.

Pay:

Exempt Employees:

If Affinity Caregiver Llc closes due to an emergency, employees who are classified as exempt from overtime will receive their full salary, provided they have worked any part of the workweek.

Non-Exempt Employees:

If Affinity Caregiver Llc closes due to an emergency, employees who are classified as non-exempt from overtime won't be paid, unless state or local law requires such pay or they have paid leave available and elect to use it for the missed work hours.

Note: If a non-exempt employee is already working when the decision to close is made, the employee will be paid for all hours actually worked and any additional hours that may be required under state and local laws, if applicable. If a non-exempt employee arrives at work and is asked to wait while a decision to close is made, they will receive pay for the time they spent waiting.

If you have questions about emergency closing or pay, please contact the HR Director.

4.3 Workplace Safety

Affinity Caregiver Llc is committed to providing a clean, safe, and healthful work environment for its employees. Maintaining a safe work environment, however, requires the continuous cooperation of all employees. Affinity Caregiver Llc and all employees must comply with all occupational safety and health standards and regulations established by the Occupational Safety and Health Act and state and local regulations. In addition, all employees are expected to obey safety rules and exercise caution and common sense in all work activities.

Complaint and Reporting Procedure:

Employees should immediately report any unsafe conditions to their supervisor without fear of reprisal. In the case of an

accident that results in injury, regardless of how seemingly insignificant the injury may appear, employees must notify their supervisor. If you believe it would be inappropriate to report the matter to your supervisor, you can report it directly to:

Shermarke Hurreh

info@affinitycaregiver.com

6125322846

Employees who violate safety standards, cause hazardous or dangerous situations, or fail to report or, where appropriate, remedy such situations may be subject to disciplinary action, up to and including termination of employment.

Retaliation Prohibited:

Affinity Caregiver Llc expressly prohibits retaliation against anyone who reports unsafe working conditions or work-related accidents, injuries or illnesses. Any form of retaliation will be subject to disciplinary action, up to and including termination of employment.

Questions or concerns regarding this policy should be directed to your supervisor or the HR Director.

4.4 Security

The purpose of Affinity Caregiver Llc's security policy is to protect Company assets and to maintain a safe working environment for all employees.

Facility Access:

All regular Affinity Caregiver Llc employees will be issued a key to gain access to Affinity Caregiver Llc facilities. Employees who are issued keys are responsible for their safekeeping. All lost or stolen keys must be reported to your supervisor as soon as possible.

Upon separation from Affinity Caregiver Llc, and at any other time upon Affinity Caregiver Llc's request, all keys must be returned to your supervisor.

Closing Procedures:

The last employee, or a designated employee, who leaves the office at the end of the business day assumes the responsibility to ensure that: all doors are securely locked; the alarm system is armed; thermostats are set on appropriate evening and/or weekend setting; and all appliances and lights are turned off with the exception of the lights normally left on for security purposes.

Employees are not permitted on company property after hours without prior written authorization from the HR Director.

4.5 Meal & Break Periods

Non-exempt employees will be provided with meal and break periods in accordance with applicable federal, state, and local rules. Break periods of less than 20 minutes will be paid. Break periods lasting longer than 20 minutes will generally be unpaid.

Non-exempt employees must be fully relieved of their job responsibilities and are not permitted to work during unpaid break and meal periods of more than 20 minutes. If for any reason a non-exempt employee does not take the applicable meal and rest period that they are provided, the employee must notify his or her supervisor immediately.

Affinity Caregiver Llc will schedule meal and break periods in order to accommodate Company operating requirements.

4.6 Meal & Break Periods (Minnesota Employees)

Employees are entitled to a reasonable meal period if scheduled to work 8 or more consecutive hours. For non-exempt employees, the meal period is unpaid. Non-exempt employees must record the beginning and ending of the meal period using Affinity Caregiver Llc's timekeeping system.

Non-exempt employees must be fully relieved of their job responsibilities and are not permitted to work during unpaid meal periods. If for any reason a non-exempt employee does not take the meal period that they are provided, the employee must notify his or her supervisor immediately.

Non-exempt employees are also entitled to a reasonable break period at least every 4 hours. Break periods of 20 minutes or less will be paid.

Supervisors will schedule meal and break periods in order to accommodate the Company's operating requirements.

4.7 Break Time for Nursing Mothers

Affinity Caregiver Llc accommodates employees who wish to express breast milk during the workday by providing reasonable break times to do so. The Company will provide a designated room, other than a bathroom, that is shielded from view, free from intrusion from coworkers and the public and is in compliance with all other applicable laws for this purpose.

Employees who use regularly scheduled rest breaks to express breast milk will be paid for the break time. If the lactation break does not run concurrently with the employee's regularly scheduled compensated break, the lactation break time will be unpaid.

For questions related to this policy, please contact the HR Director.

4.8 Break Time for Nursing Mothers (Minnesota Employees)

Affinity Caregiver Llc accommodates employees who wish to express breast milk during the workday at the worksite by providing reasonable rest periods to do so. These breaks will be paid.

Affinity Caregiver Llc will make reasonable efforts to provide a clean, private, and secure room or other location, other than a bathroom or toilet stall, with access to an electrical outlet and in close proximity to the worksite for this purpose.

For questions related to this policy, please contact the HR Director.

4.9 Electronic Verification of Worked Hours

Policy Title: Electronic Visit Verification (EVV) Requirement for Hourly CompensationPolicy Number:

To ensure accuracy and transparency in tracking employee work hours, this policy establishes the requirement for all employees to electronically verify their worked hours using the Revivingcare Electronic Visit Verification (EVV) system.

Scope: This policy applies to all staff members whose roles require them to document and verify their hours for payroll purposes and DHS EVV complaince.

Policy Statement: 1. Electronic Verification Requirement: Employees must use the Revivingcare EVV system to record their start and end times for each shift worked. This verification must be completed in real-time or according to specific procedures outlined by the employer.

2. Compensation Based on Verified Hours: Employees will only be compensated for hours that can be confirmed through the EVV system. Hours not electronically verified through the Revivingcare system will not be eligible for payroll processing.

3. Responsibility: • It is the responsibility of each employee to ensure that their worked hours are accurately logged in the EVV system. • Supervisors and managers will monitor compliance with this policy and may assist employees in understanding and using the EVV system effectively.

4. Failure to Comply: Failure to comply with the EVV requirement may result in delayed payment, non-payment for unverified hours, and potential disciplinary action in accordance with company policy.

5. System Training and Support:The company will provide initial training and ongoing support for employees to understand how to use the EVV system properly. Employees should contact the HR Director for assistance or to report any issues with the system.

Review and Revisions:This policy will be reviewed periodically to ensure compliance with relevant labor laws and company

needs. Any changes will be communicated to all employees in a timely manner.

5.Employee Benefits

5.1 Health Insurance Continuation

The Consolidated Omnibus Budget Reconciliation Act (COBRA) is a federal law that requires most employers sponsoring group health plans to offer a temporary continuation of group health coverage when coverage would otherwise be lost due to certain specific events.

Through COBRA, employees and their qualified beneficiaries have the right to continue group health insurance coverage after a “qualifying event.” The following are qualifying events:

- Resignation or termination of the employee
- Death of the covered employee
- A reduction in the employee's hours
- For spouses and eligible dependents, the employee's entitlement to Medicare
- Divorce or legal separation of the covered employee and his or her spouse
- A dependent child no longer meeting eligibility requirements under the group health plan

Under COBRA, the employee or beneficiary pays the full cost of health insurance coverage at Affinity Caregiver Llc's group rates plus an administration fee. However, the American Rescue Plan Act provides a 100% COBRA subsidy for qualified employees and dependents who lose coverage as a result of an involuntary termination or a reduction in hours (assistance eligible individuals or AEIs). This subsidy is available only for periods of coverage from April 1, 2021 through September 30, 2021. For more information, contact the HR Director.

Notification Requirements:

The employee, or family member, has the responsibility to inform the HR Director of a divorce, legal separation, or a child losing dependent status. The employee, or a family member, has 60 days after the qualifying event to provide such notice, unless a longer period is permitted under rules of the plan. Affinity Caregiver Llc has the responsibility to notify the Plan Administrator of the employee's death, termination of employment, or reduction in hours.

Once the notification has been made to the Plan Administrator, the Plan Administrator will inform the employee that he or she has the right to choose continuation of coverage. If employees choose to continue coverage, Affinity Caregiver Llc is required to provide coverage that is identical to the coverage provided under the plan to similarly situated employees or family members.

Period of Coverage:

Continuation of coverage is extended from the date of the qualifying event for a period of 18 to 36 months. The length of time for which continuation coverage is made available (i.e., the “maximum period” of continuation coverage) depends on the type of qualifying event that gave rise to the employee's COBRA rights.

An employee's continuation of coverage may be cut short for any of the following reasons:

- Affinity Caregiver Llc no longer provides group health coverage to any of its employees
- The premium for the employee's continuation coverage is not paid in full on a timely basis
- The employee becomes covered under another group health plan that does not contain any exclusion or limitation with respect to any pre-existing condition
- The employee becomes entitled to Medicare

This policy provides a summary of health insurance continuation benefits.Actual coverage is determined by the express terms of the plan documents. We encourage both you and your family to review the plan's Summary Plan Description (SPD) materials carefully.

If there are any conflicts between the handbook or summaries provided and the plan documents, the plan documents will control. The Company reserves the right to amend, interpret, modify or terminate any of its employee benefits programs without prior notice to the extent allowed by law.

For further details on health insurance continuation available through Affinity Caregiver Llc, as well as copies of the plan documents, contact the HR Director.

5.2 Military Leave

Affinity Caregiver Llc grants employees unpaid time off for service, training and other obligations in the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and any other applicable state law.

All employees requesting time off for military service must provide advance notice to their immediate supervisor, unless military necessity prevents such notice or it is otherwise impracticable. Continuation of health insurance benefits is available during military leave subject to the terms and conditions of the group health plan and applicable law.

Employees are eligible for reemployment for up to five years from the date their military leave began. The period an individual has to apply for reemployment or report back to work after military service is based on time spent on military duty and on applicable law. For reinstatement guidelines, contact the HR Director.

Employees who qualify for reemployment will return to work at a pay level and status equal to that which they would have attained had they not taken military leave. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Affinity Caregiver Llc complies with all rights and protections under all applicable state laws granting time off for service, training and other obligations in the uniformed services. This includes, but is not limited to, benefits entitlement and continuation, notice and recertification requirements, and reemployment application requirements.

Questions regarding this policy should be directed to the HR Director.

5.3 Family Military Leave (Minnesota Employees)

Employees with an immediate family member in the U.S. armed forces, who has been ordered into active service, may be granted up to one day of leave per calendar year to attend a send-off or homecoming ceremony.

Employees may be eligible to take up to 10 days of leave in the unfortunate event his or her immediate family member is injured or killed while engaged in active service.

For purposes of this policy, immediate family member means parent, child, grandparent, sibling, or spouse.

Family military leave is unpaid; however, employees may use accrued paid time off for this purpose.

Employees must provide as much notice as possible of their intent to take such leave. When possible, employees should consult with their supervisor to schedule the leave so that it does not unduly disrupt Affinity Caregiver Llc's operations.

Employees must be prepared to provide Affinity Caregiver Llc with certification from the proper military authority to verify the employee's eligibility for family military leave.

Upon expiration of the leave, an employee will generally be reinstated to his or her position with equivalent seniority, benefits, pay and other terms and conditions of employment.

5.4 Jury Duty

Affinity Caregiver Llc encourages employees to fulfill their civic responsibilities when called upon to serve as a juror. Employees must provide their immediate supervisor with a copy of their jury summons as soon as possible so that the supervisor may make arrangements to accommodate their absence.

Employees on jury duty must report to work on workdays, or parts of workdays, when they are not required to serve. Either Affinity Caregiver Llc or the employee may request an excuse from jury duty if it is determined that the employee's absence would create serious operational difficulties.

Jury duty will be paid if required by applicable state law. If paid, jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. . If exempt employees

miss work because of jury duty, they will receive their full salary, unless they miss the entire workweek. However, Affinity Caregiver Llc may offset any jury-duty fees received by an exempt employee against the salary due for that workweek.

5.5 Workers' Compensation

Employees who are injured on the job at Affinity Caregiver Llc are eligible for Workers' Compensation benefits. Such benefits are provided at no cost to employees and cover any injury or illness sustained in the course of employment that requires medical treatment.

Lost time or medical expenses incurred as a result of an accident or injury which occurred while an employee was on the job will be compensated for in accordance with workers' compensation laws. This protection is paid for in full by Affinity Caregiver Llc. No premium is charged for this coverage and no individual enrollment is required. Affinity Caregiver Llc will provide medical care and a portion of lost wages through our insurance carrier.

All job-related accidents or illnesses must be reported to an employee's supervisor immediately upon occurrence. Supervisors will then immediately contact the HR Director to obtain the required claim forms and instructions.

5.6 Bone Marrow & Organ Donation Leave (Minnesota Employees)

Affinity Caregiver Llc employees may be eligible to take paid leave to undergo a medical procedure to donate bone marrow, or an organ or partial organ. The length of the leave of absence shall be determined by the employee, but may not exceed 40 hours per each donation, unless otherwise agreed to by Affinity Caregiver Llc.

To be eligible, employees must work for Affinity Caregiver Llc an average of 20 hours per week.

To the extent possible, employees must provide advance notice of their need for leave under this policy. Employees must submit verification by a physician for the purpose and length of each requested leave to donate bone marrow or an organ. If there is a medical determination that the employee does not qualify as a bone marrow or organ donor, any paid leave of absence granted to the employee prior to that medical determination will not be forfeited.

5.7 Civil Air Patrol Leave (Minnesota Employees)

Members of the Civil Air Patrol may be allowed a leave of absence to respond to an emergency service operation at the request and authority of the state or its political subdivisions unless the leave would unduly disrupt Affinity Caregiver Llc's operations.

To be eligible for such leave, an employee must average at least 20 hours per week with Affinity Caregiver Llc.

Employees must be prepared to provide Affinity Caregiver Llc with certification from the proper Civil Air Patrol authority to verify the employee's eligibility for the Civil Air Patrol leave requested.

Civil Air Patrol leave is unpaid; however, employees may opt to use accrued paid time off for this purpose.

5.8 Crime Victims Leave (Minnesota Employees)

An employee may be entitled to leave if the employee, or his or her spouse or immediate family member, is a victim of a violent crime. Such leave may be taken to attend legal and court proceedings related to the crime.

Except in cases of imminent danger to the health or safety of the employee or his or her family member, or unless impracticable, an employee requesting crime victims leave must inform his or her supervisor at least 48 hours prior to the need for leave.

Employees must be prepared to provide Affinity Caregiver Llc with certification to verify the employee's eligibility for the leave requested, such as a police report; a court order or evidence that they appeared in court; or documentation of treatment from a medical professional.

Crime victims leave is unpaid; however, employees may use accrued paid time off for this purpose.

5.9 Domestic Abuse Leave (Minnesota Employees)

An employee may be entitled to up to a reasonable amount of leave if the employee, or a family member or member of his or her household, is a victim of domestic abuse. This leave may be used for domestic violence or sexual assault matters pursuant to the Minnesota Domestic Abuse Act.

Except in cases of imminent danger to the health or safety of the employee or his or her family member, or unless impractical, an employee requesting domestic abuse leave must inform his or her supervisor at least 48 hours prior to the need for leave.

Employees must be prepared to provide Affinity Caregiver Llc with certification to verify the employee's eligibility for the leave requested, such as copies of restraining orders, police reports, or orders to appear in court.

Domestic abuse leave is unpaid; however, employees may use accrued paid time off for this purpose.

5.10 Election Judge Leave (Minnesota Employees)

An employee who is selected to serve as an election judge will be granted paid leave in order to perform the duties of the position to which they have been appointed. Pay for such leave will be reduced by any compensation the employee receives from the appointing authority during the time the employee was absent.

An employee must provide his or her supervisor with at least 20 days advance written notice of their need for leave under this policy. Requests must be accompanied by a certification from the appointing authority stating the hourly compensation to be paid to the employee for service as an election judge along with the hours during which the employee will serve.

5.11 Party Officer or Delegate Leave (Minnesota Employees)

Employees may be eligible to take a reasonable amount of leave to attend any meeting of the state central committee or executive committee of a major political party if the employee is a member of the committee Such leave may also be taken to attend any convention of major political party delegates, including meetings of official convention committees, if the employee is a delegate or alternate delegate to that convention.

To the extent possible, employees must provide 10 days advance written notice of their need for leave under this policy. Requests must be submitted to the employee's supervisor.

Employees must be prepared to provide Affinity Caregiver Llc with certification to verify the employee's eligibility for the leave requested.

The leave is unpaid; however, employees may opt to use accrued paid time off for this purpose.

5.12 Voting Leave (Minnesota Employees)

Affinity Caregiver Llc requests that, whenever possible, employees vote before or after work hours to avoid interference with business operations. However, if an employee does not have sufficient time outside of work hours to cast his or her ballot, the employee may be eligible for paid time off to vote.

Affinity Caregiver Llc may specify the hours during which the employee may take leave to vote. Such time will generally be limited to the beginning or end of a working shift unless otherwise mutually agreed.

To the extent possible, employees must provide reasonable notice of their need for leave under this policy.

Employees must be prepared to provide Affinity Caregiver Llc with certification, such as a voter's receipt, to prove that he or she voted.

5.13 School Visitation Leave (Minnesota Employees)

Employees may be eligible to take up to 16 hours of leave per year to attend their child's school conference or school-related activity, provided the conference or activity cannot be scheduled during non-work hours.

To the extent possible, employees must provide reasonable advance notice of their need for leave under this policy. When possible, employees should consult with their supervisor to schedule the leave so that it does not unduly disrupt Affinity Caregiver Llc's operations.

Leave is unpaid; however, employees may use accrued paid time off for this purpose.

5.14 Pregnancy and Parental Leave (Minnesota Employees)

Employees may be eligible to take up to 12 weeks of leave for the birth or adoption of a child, prenatal care or incapacity due to pregnancy, childbirth or related health conditions.

Eligibility:

To be eligible for such leave, an employee must have:

- Completed at least 12 months of employment with Affinity Caregiver Llc preceding the request for such leave; and
- Completed an average number of hours equal to one-half of the full time equivalent position of the employee's job classification under the [Company Common Name]'s policies.

Leave provided for the birth or adoption of a child must begin within 12 months after the birth or adoption. If the child must remain in the hospital longer than the mother, leave must begin within 12 months after the child leaves the hospital.

Notice:

To the extent possible, employees must provide reasonable notice of their need for leave, as well as the estimated duration of the leave requested.

Benefits Continuation:

An employee on leave will maintain the same level of benefits as when leave commenced, however the employee may be responsible for the cost of any insurance or health care while the employee is on leave.

Compensation:

Leave is unpaid; however, employees may opt to use accrued paid time off for this purpose.

Return to Work:

An employee returning from leave is generally entitled to the same rate of pay and position, or a comparable position, with the Company as when the leave began.

Relationship with Other Leave Policies:

To the extent the Company offers the employee leave through another plan or policy, the plan or policy with the greatest protection will apply. To the extent allowed by law, pregnancy disability leave must be taken concurrently with leave taken under other relevant laws.

5.15 Pregnancy Accommodations (Minnesota Employees)

Affinity Caregiver Llc will provide employees who are limited in their abilities to perform their jobs because of pregnancy, childbirth, and related medical conditions with necessary reasonable accommodations, as long as the accommodation does not impose an undue hardship on the Company. Reasonable accommodations, include, but are not limited to, temporary transfer to a less strenuous or hazardous position, seating, frequent restroom breaks, limits to heavy lifting, or other modifications in order to perform the essential functions of the job.

Employees should be prepared to discuss the need and probable duration for the accommodation requested. The Company

will not retaliate against an employee who requests or uses a reasonable accommodation under this policy.

Employees should speak with the HR Director to discuss their need for reasonable accommodation, or for questions regarding this policy.

5.16 Pregnancy Accommodation Policy

Employees who are limited in their abilities to perform their jobs because of pregnancy, childbirth or related medical conditions may request a reasonable accommodation as is necessary.

Affinity Caregiver Llc will provide eligible employees with reasonable accommodations as long as it has 15 or more employees and the accommodation does not impose an undue hardship on the Company. Reasonable accommodations include, but are not limited to:

- Additional equipment for sitting
- More frequent or longer breaks
- Periodic rest
- Assistance with manual labor
- Job restructuring
- Light-duty assignments
- Modified work schedules
- Temporary transfers to less strenuous or hazardous work
- Time off to recover from childbirth
- Break time and appropriate facilities for expressing breast milk

Employees should be prepared to discuss the need and probable duration for the accommodation requested.

If an employee takes leave as an accommodation, the leave is unpaid; however, employees may use accrued paid time off for this purpose. To the extent allowed by law, leave taken under this policy runs concurrently with leave provided under other relevant laws. Upon expiration of leave taken under this policy, an employee will generally be reinstated to their position with equivalent seniority, benefits, pay and other terms and conditions of employment.

The Company will not retaliate against an employee who requests or uses a reasonable accommodation under this policy.

Employees should speak with the HR Director to discuss their need for reasonable accommodation or for questions regarding this policy.

5.17 Nursing Mothers, Lactating Employees, and Pregnancy Accommodations Employee Notice (Minnesota Employees)

Employees should review the Nursing Mothers, Lactating Employees, and Pregnancy Accommodations Employee Notice, which includes important information regarding their rights under state law.

If this handbook is provided in print form, a copy of the notice will accompany the handbook. If this handbook is provided in electronic form, the notice is available for online access by clicking here.

5.18 Pregnancy and Parental Leave (Minnesota Employees)

Employees may be eligible to take up to 12 weeks of leave for the birth or adoption of a child, prenatal care or incapacity due to pregnancy, childbirth or related health conditions.

Eligibility:

Leave provided for the birth or adoption of a child must begin within 12 months after the birth or adoption. If the child must remain in the hospital longer than the mother, leave must begin within 12 months after the child leaves the hospital.

Notice:

To the extent possible, employees must provide reasonable notice of their need for leave, as well as the estimated duration

of the leave requested.

Benefits Continuation:

An employee on leave will maintain the same level of benefits as when leave commenced, however the employee may be responsible for the cost of any insurance or health care while the employee is on leave.

Compensation:

Leave is unpaid; however, employees may opt to use accrued paid time off for this purpose.

Return to Work:

An employee returning from leave is generally entitled to the same rate of pay and position, or a comparable position, with the Company as when the leave began.

Relationship with Other Leave Policies:

To the extent the Company offers the employee leave through another plan or policy, the plan or policy with the greatest protection will apply. To the extent allowed by law, pregnancy disability leave must be taken concurrently with leave taken under other relevant laws.

Employees should speak with the HR Director for questions regarding this policy.

5.19 Paid Sick Leave (Minnesota Employees)

Employees who work in Minnesota may be entitled to paid sick leave under state law.

Employee Coverage

This policy generally applies all employees (including temporary and part-time employees) who perform work for at least 80 hours in a year for Affinity Caregiver Llc in Minnesota.

Accrual and Frontloading

Accrual

Employees are entitled to begin accruing paid sick leave on January 1, 2024 or their date of hire, whichever is later. Employees will accrue a minimum of one hour of paid sick leave for every 30 hours worked, up to a maximum of 48 hours in a year.

Employees are generally permitted to carry over accrued but unused paid sick leave into the following year. However, the cap on total accrual is set at 80 hours.

Frontloading

In lieu of allowing carryover into the following year, Affinity Caregiver Llc may provide an employee with paid sick leave for the year that meets or exceeds the requirements of the law that is available for the employee's immediate use at the beginning of the subsequent year as follows:

- 48 hours, if Affinity Caregiver Llc pays an employee for accrued but unused paid sick leave at the end of a year at the same hourly rate as an employee earns from employment; or
- 80 hours, if Affinity Caregiver Llc doesn't pay an employee for accrued but unused paid sick leave at the end of a year at the same or greater hourly rate as an employee earns from employment.

Use of Leave

An employee may use the paid sick leave for:

- The employee's mental or physical illness, treatment, or preventive care;
- A family member's mental or physical illness, treatment, or preventive care;
- Absence due to domestic abuse, sexual assault, or stalking of the employee or a family member;
- Closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and
- When determined by a health authority or healthcare professional that the employee or family member is at risk of infecting others with a communicable disease.
- When they need to make arrangements for or attend funeral services or a memorial, or address financial or legal

matters that arise after the death of a family member.

A family member is defined as a:

- Child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);
- Spouse or registered domestic partner;
- Sibling, stepsibling, or foster sibling;
- Biological, adoptive or foster parent, stepparent, or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;
- Grandchild, foster grandchild or step-grandchild;
- Grandparent or step-grandparent;
- A child of a sibling of the employee;
- A sibling of the parents of the employee;
- A child-in-law or sibling-in-law;
- Any of the family members listed above of an employee's spouse or registered domestic partner;
- Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
- Up to one individual annually designated by the employee.

Pay During Leave

Employees who use sick leave will be paid at the same base rate they earn when they are working.

Documentation

If the absence is more than three consecutive scheduled days, Affinity Caregiver Llc may require reasonable documentation that the absence is covered by the law. However, if documentation cannot be obtained in a reasonable time or without added expense, then reasonable documentation may include a written statement from the employee indicating that the employee is using or used paid sick leave for a qualifying purpose.

Local Paid Sick Leave Ordinances

Paid sick leave ordinances may already exist in certain cities in Minnesota. Affinity Caregiver Llc will follow the most protective law that applies to the employee.

Unused Leave

Employees won't be paid for unused paid sick leave upon the employee's termination, resignation, retirement, or other separation from employment.

Retaliation Prohibited

Affinity Caregiver Llc will not take adverse action against an employee for exercising their rights under the law.

If you have questions about this policy, contact your supervisor or the HR Director.

5.20 Paid Sick Leave Notice (Minnesota Employees)

Employees should review the state's paid sick leave notice, which includes important information regarding their rights under state law.

If this handbook is provided in print form, a copy of the notice will accompany the handbook. If this handbook is provided in electronic form, the notice is available for online access by clicking here.

The HR Director will provide an acknowledgment form for employees to sign to indicate they have received the notice.

5.21 Jury Duty Leave (Minnesota Employees)

Affinity Caregiver Llc encourages employees to fulfill their civic responsibilities when called upon to serve as a juror. Employees should provide their immediate supervisor with a copy of their jury summons as soon as possible so that the supervisor may make arrangements to accommodate their the employee’s absence.

If you report for jury duty and/or serve on a jury, you will be granted unpaid time off; however, employees may opt to use accrued paid time off for this purpose .

If you have questions about this policy, contact your supervisor or the HR Director.

5.22 Pregnancy Accommodations (Minnesota Employees)

Affinity Caregiver Llc will provide employees who are limited in their abilities to perform their jobs because of pregnancy, childbirth, and related medical conditions with necessary reasonable accommodations, as long as the accommodation does not impose an undue hardship on the Company. Reasonable accommodations, include, but are not limited to, temporary transfer to a less strenuous or hazardous position, seating, frequent restroom breaks, limits to heavy lifting, or other modifications in order to perform the essential functions of the job.

Employees should be prepared to discuss the need and probable duration for the accommodation requested. The Company will not retaliate against an employee who requests or uses a reasonable accommodation under this policy.

Employees should speak with the HR Director to discuss their need for reasonable accommodation, or for questions regarding this policy.

5.23 Pregnancy and Parental Leave (Minnesota Employees)

Employees may be eligible to take up to 12 weeks of leave for the birth or adoption of a child, prenatal care or incapacity due to pregnancy, childbirth or related health conditions.

Eligibility:

Leave provided for the birth or adoption of a child must begin within 12 months after the birth or adoption. If the child must remain in the hospital longer than the mother, leave must begin within 12 months after the child leaves the hospital.

Notice:

To the extent possible, employees must provide reasonable notice of their need for leave, as well as the estimated duration of the leave requested.

Benefits Continuation:

An employee on leave will maintain the same level of benefits as when leave commenced, however the employee may be responsible for the cost of any insurance or health care while the employee is on leave.

Compensation:

Leave is unpaid; however, employees may opt to use accrued paid time off for this purpose.

Return to Work:

An employee returning from leave is generally entitled to the same rate of pay and position, or a comparable position, with the Company as when the leave began.

Relationship with Other Leave Policies:

To the extent the Company offers the employee leave through another plan or policy, the plan or policy with the greatest protection will apply. To the extent allowed by law, pregnancy disability leave must be taken concurrently with leave taken under other relevant laws.

Employees should speak with the HR Director for questions regarding this policy.

5.24 Jury Duty Leave (Minnesota Employees)

Affinity Caregiver Llc encourages employees to fulfill their civic responsibilities when called upon to serve as a juror. Employees should provide their immediate supervisor with a copy of their jury summons as soon as possible so that the

supervisor may make arrangements to accommodate their the employee’s absence.

If you report for jury duty and/or serve on a jury, you will be granted unpaid time off; however, employees may opt to use accrued paid time off for this purpose .

If you have questions about this policy, contact your supervisor or the HR Director.

5.25 Paid Sick Leave Notice (Minnesota Employees)

Employees should review the state's paid sick leave notice, which includes important information regarding their rights under state law.

If this handbook is provided in print form, a copy of the notice will accompany the handbook. If this handbook is provided in electronic form, the notice is available for online access by clicking here.

The HR Director will provide an acknowledgment form for employees to sign to indicate they have received the notice.

5.26 Pregnancy Accommodation Policy

Employees who are limited in their abilities to perform their jobs because of pregnancy, childbirth or related medical conditions may request a reasonable accommodation as is necessary.

Affinity Caregiver Llc will provide eligible employees with reasonable accommodations as long as it has 15 or more employees and the accommodation does not impose an undue hardship on the Company. Reasonable accommodations include, but are not limited to:

- Additional equipment for sitting
- More frequent or longer breaks
- Periodic rest
- Assistance with manual labor
- Job restructuring
- Light-duty assignments
- Modified work schedules
- Temporary transfers to less strenuous or hazardous work
- Time off to recover from childbirth
- Break time and appropriate facilities for expressing breast milk

Employees should be prepared to discuss the need and probable duration for the accommodation requested.

If an employee takes leave as an accommodation, the leave is unpaid; however, employees may use accrued paid time off for this purpose. To the extent allowed by law, leave taken under this policy runs concurrently with leave provided under other relevant laws. Upon expiration of leave taken under this policy, an employee will generally be reinstated to their position with equivalent seniority, benefits, pay and other terms and conditions of employment.

The Company will not retaliate against an employee who requests or uses a reasonable accommodation under this policy.

Employees should speak with the HR Director to discuss their need for reasonable accommodation or for questions regarding this policy.

5.27 Pregnancy Accommodations (Minnesota Employees)

Affinity Caregiver Llc will provide employees who are limited in their abilities to perform their jobs because of pregnancy, childbirth, and related medical conditions with necessary reasonable accommodations, as long as the accommodation does not impose an undue hardship on the Company.

Reasonable accommodations include, but are not limited to:

- Temporary transfer to a less strenuous or hazardous position;
- Temporary leave;
- Modification in work schedule or job assignments;

- Seating;
- More frequent or longer break periods; and
- Limits to heavy lifting.

Employees should be prepared to discuss the need and probable duration for the accommodation requested. The Company will not retaliate against an employee who requests or uses a reasonable accommodation under this policy.

Employees should speak with the HR Director to discuss their need for reasonable accommodation, or for questions regarding this policy.

5.28 Nursing Mothers, Lactating Employees, and Pregnancy Accommodations Employee Notice (Minnesota Employees)

Employees should review the Nursing Mothers, Lactating Employees, and Pregnancy Accommodations Employee Notice, which includes important information regarding their rights under state law.

If this handbook is provided in print form, a copy of the notice will accompany the handbook. If this handbook is provided in electronic form, the notice is available for online access by clicking here.

5.29 Paid Family and Medical Leave Program (Minnesota Employees)

Beginning in 2026, employees may be eligible for paid family and medical leave under state law.

Unless Affinity Caregiver Llc has an approved private plan, the State of Minnesota will determine whether you are eligible for paid family and medical leave benefits, including the amount of benefits you may receive. Your entitlement to benefits is subject to the terms and conditions established by the State of Minnesota.

Reasons for leave

The program will generally cover the following absences:

- For pregnancy or to recover from giving birth (medical leave);
- For an employee’s own serious health condition (medical leave);
- To bond with a new child (bonding leave);
- To care for a family member with a serious health condition or a family member who is a military member (family care leave);
- A need arising out of a military member's active duty service or notice of an impending call or order to active duty in the United States armed forces, including providing for the care or other needs of the family member's child or other dependent, making financial or legal arrangements for the family member, attending counseling, attending military events or ceremonies, spending time with the family member during a rest and recuperation leave or following return from deployment, or making arrangements following the death of the military member (qualifying exigency leave); and/or
- So the employee or a family member may seek medical attention, victim services, counseling, relocation or legal advice because of domestic abuse, sexual assault or stalking (safety leave).

Under the law, “family member" is defined as:

- A spouse or domestic partner;
- A child, including a biological, adopted, or foster child, a stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent;
- A parent or legal guardian of the employee;
- A sibling;
- A grandchild;
- A grandparent or spouse's grandparent;
- A son-in-law or daughter-in-law; and
- An individual who has a relationship with the applicant that creates an expectation and reliance that the employee care for the individual, regardless of whether the employee and the individual reside together.

Amount of leave

The maximum number of weeks that an employee may receive benefits in a single benefit year for medical leave is the lesser of 12 weeks, or 12 weeks minus the number of weeks within the same benefit year that the employee received

benefits for bonding, safety, family care orqualifying exigency leave plus eight weeks.

The maximum number of weeks that an employee may receive benefits in a single benefit year for bonding, safety, family care or qualifying exigency leave is the lesser of 12 weeks, or 12 weeks minus the number of weeks within the same benefit year that the employee received benefits for medical leave plus eight weeks.

With the exception of bonding leave, any claim for benefits must be based on a single qualifying event of at least seven calendar days. There is no minimum for bonding leave.

Employee notice

If the need for leave is foreseeable, an employee must provide the employer at least 30 days' advance notice before the leave. If 30 days' notice isn’t possible, notice must be given as soon as possible. Whether leave is to be continuous or is to be taken intermittently, notice need only be given one time, but the employee must advise the employer as soon as possible if dates of scheduled leave change or are extended, or were initially unknown.

An employee must make Affinity Caregiver Llc aware that the employee needs paid family and medical leave and the anticipated timing and duration of the leave. Employees must comply with Affinity Caregiver Llc's usual and customary notice and procedural requirements for requesting leave.

Reinstatement

Upon return from leave, subject to certain limitations, an employee who has worked at least 90 days for an employer is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment. An employee is entitled to reinstatement even if the employee has been replaced or the employee's position has been restructured to accommodate the employee's absence. Contact the HR Director for details on limitations for reinstatement rights.

Employees who are interested in any additional information about these benefits should contact the HR Director.

6.Employee Conduct

6.1 Standards of Conduct

Affinity Caregiver Llc's rules and standards of conduct are essential to a productive work environment. As such, employees must familiarize themselves with, and be prepared to follow, the Company's rules and standards.

While not intended to be an all-inclusive list, the examples below represent behavior that is considered unacceptable in the workplace. Behaviors such as these, as well as other forms of misconduct, may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal/possession of property
- Falsification of timekeeping records
- Possession, distribution, sale, transfer, manufacture or use of alcohol or illegal drugs in the workplace
- Fighting or threatening violence in the workplace
- Making maliciously false statements about co-workers
- Threatening, intimidating, coercing, or otherwise interfering with the job performance of fellow employees or visitors
- Negligence or improper conduct leading to damage of company-owned or customer-owned property
- Violation of safety or health rules
- Smoking in the workplace
- Sexual or other unlawful or unwelcome harassment
- Excessive absenteeism
- Unauthorized use of telephones, computers, or other company-owned equipment on working time. Working time does not include break periods, meal times, or other specified periods during the workday when employees are not engaged in performing their work tasks.
- Unauthorized disclosure of any “business secrets” or other confidential or non-public proprietary information relating to the Company's products, services, customers or processes. Wages and other conditions of employment are not considered to be confidential information.

This policy is not intended to restrict an employee's right to discuss, or act together to improve, wages, benefits and working conditions with co-workers or in any way restrict employees' rights under the National Labor Relations Act.

Other forms of misconduct not listed above may also result in disciplinary action, up to and including termination of employment. If you have questions regarding Affinity Caregiver Llc's standards of conduct, please direct them to your supervisor or the HR Director.

6.2 Disciplinary Action

Disciplinary action at Affinity Caregiver Llc is intended to fairly and impartially correct behavior and performance problems early on and to prevent reoccurrence.

Disciplinary action may involve any of the following: verbal warning, written warning, suspension with or without pay, and termination of employment, depending on the severity of the problem and the frequency of occurrence. Affinity Caregiver Llc reserves the right to administer disciplinary action at its discretion and based upon the circumstances.

Affinity Caregiver Llc recognizes that certain types of employee behavior are serious enough to justify termination of employment, without observing other disciplinary action first.

These violations include but are not limited to:

- Workplace violence
- Harassment
- Theft of any kind
- Insubordinate behavior
- Vandalism or destruction of company property

- Presence on company property during non-business hours
- Use of company equipment and/or company vehicles without prior authorization
- Indiscretion regarding personal work history, skills, or training
- Divulging Affinity Caregiver Llc business practices or any other confidential information
- Any misrepresentation of Affinity Caregiver Llc to a customer, a prospective customer, the general public, or an employee

6.3 Confidentiality

Affinity Caregiver Llc takes the protection of Confidential Information very seriously.“Confidential Information” includes, but is not limited to, computer processes, computer programs and codes, customer lists, customer preferences, customers' personal information, company financial data, marketing strategies, proprietary production processes, research and development strategies, pricing information, business and marketing plans, vendor information, software, databases, and information concerning the creation, acquisition or disposition of products and services.

Confidential Information also includes the Company's intellectual property and information that is not otherwise public. Intellectual property includes, but is not limited to, trade secrets, ideas, discoveries, writings, trademarks, and inventions developed through the course of your employment with Affinity Caregiver Llc and as a direct result of your job responsibilities with Affinity Caregiver Llc. Wages and other conditions of employment are not considered to be Confidential Information.

To protect such information, employees may not disclose any confidential or non-public proprietary information about the Company to any unauthorized individual. If you receive a request for Confidential Information, you should immediately refer the request to your supervisor.

The unauthorized disclosure of Confidential Information belonging to the Company, and not otherwise available to persons or companies outside of Affinity Caregiver Llc, may result in disciplinary action, up to and including termination of employment. If you leave the Company, you may not disclose or misuse any Confidential Information.

This policy is not intended to restrict an employee's right to discuss, or act together to improve, wages, benefits and working conditions with co-workers or in any way restrict employees' rights under the National Labor Relations Act.

Questions regarding this policy should be directed to the HR Director.

6.4 Workplace Violence

Affinity Caregiver Llc strictly prohibits workplace violence, including any act of intimidation, threat, harassment, physical violence, verbal abuse, aggression or coercion against a coworker, vendor, customer, or visitor.

Prohibited actions, include, but are not limited to the following examples:

- Physically injuring another person
- Threatening to injure another person
- Engaging in behavior that subjects another person to emotional distress
- Using obscene, abusive or threatening language or gestures
- Bringing an unauthorized firearm or other weapon onto company property
- Threatening to use or using a weapon while on company premises, on company-related business, or during job-related functions
- Intentionally damaging property

All threats or acts of violence should be reported immediately to your supervisor or security personnel. Employees should warn their supervisors or security personnel of any suspicious workplace activity that they observe or that appears problematic. Employee reports made pursuant to this policy will be investigated promptly and will be kept confidential to the maximum extent possible. Affinity Caregiver Llc will not tolerate any form of retaliation against any employee for making a report under this policy.

Affinity Caregiver Llc will take prompt remedial action, up to and including immediate termination, against any employee found to have engaged in threatening behavior or acts of violence.

6.5 Drug & Alcohol Use

Affinity Caregiver Llc is committed to maintaining a workplace free of substance abuse. No employee or individual who performs work for Affinity Caregiver Llc is allowed to consume, possess, sell, purchase, or be impaired by alcohol or illegal drugs, as defined under federal and/or state law, on any property owned by or leased on behalf of Affinity Caregiver Llc, or in any vehicle owned or leased on behalf of Affinity Caregiver Llc or while on Company business.

The use of over-the-counter drugs and legally prescribed drugs is permitted as long as they are used in the manner for which they were prescribed and provided that such use does not hinder an employee's ability to safely perform their job. Employees should inform their supervisor if they believe their medication will impair their job performance, safety or the safety of others, or if they believe they need a reasonable accommodation when using such medication.

Affinity Caregiver Llc will not tolerate employees who report for duty while impaired by the use of alcohol or drugs. All employees should report evidence of alcohol or drug abuse to their supervisor or the HR Director immediately. In cases in which the use of alcohol or drugs creates an imminent threat to the safety of persons or property, employees are required to report the violation. Failure to do so may result in disciplinary action, up to and including termination of employment.

As a part of our effort to maintain a workplace free of substance abuse, Affinity Caregiver Llc employees may be asked to submit to a medical examination and/or clinical testing for the presence of alcohol and/or drugs. Within the limits of federal, state, and local laws, Affinity Caregiver Llc reserves the right to examine and test for drugs and alcohol at our discretion.

As a condition of your employment with Affinity Caregiver Llc, employees must comply with this Drug & Alcohol Use Policy. Be advised that no part of the Drug & Alcohol Use Policy shall be construed to alter or amend the at-will employment relationship between Affinity Caregiver Llc and its employees.

Employees found in violation of this policy may be subject to disciplinary action, up to and including termination of employment.

6.6 Sexual & Other Unlawful Harassment

Affinity Caregiver Llc is committed to a work environment in which all individuals are treated with respect. Affinity Caregiver Llc expressly prohibits discrimination and all forms of employee harassment based on race, color, religion, sex, pregnancy, national origin, age, disability, military or veteran status, or status in any group protected by state or local law.

Sexual harassment is a form of discrimination and is prohibited by law. For purposes of this policy sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment. Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission or rejection of the conduct is used as a basis for making employment decisions; or, (3) the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

Sexual and unlawful harassment may include a range of behaviors and may involve individuals of the same or different gender. These behaviors include, but are not limited to:

- Unwanted sexual advances or requests for sexual favors.
- Sexual or derogatory jokes, comments, or innuendo
- Unwelcomed physical interaction
- Insulting or obscene comments or gestures
- Offensive email, voicemail, or text messages
- Suggestive or sexually explicit posters, calendars, photographs, graffiti, or cartoons
- Making or threatening reprisals after a negative response to sexual advances
- Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters
- Verbal sexual advances or propositions
- Physical conduct that includes touching, assaulting, or impeding or blocking movements
- Abusive or malicious conduct that a reasonable person would find hostile, offensive, and unrelated to the Company's legitimate business interests
- Any other visual, verbal, or physical conduct or behavior deemed inappropriate by the Company

Harassment on the basis of any other protected characteristic is also strictly prohibited.

Complaint Procedure:

Affinity Caregiver Llc strongly encourages the reporting of all instances of discrimination, harassment, or retaliation. If you believe you have experienced or witnessed harassment or discrimination based on sex, race, national origin, disability, or another factor, promptly report the incident to your supervisor. If you believe it would be inappropriate to discuss the matter

with your supervisor, you may bypass your supervisor and report it directly to:

Shermarke Hurreh

info@affinitycaregiver.com

6125322846

Any reported allegations of harassment or discrimination will be investigated promptly, thoroughly, and impartially.

Any employee found to be engaged in any form of sexual or other unlawful harassment may be subject to disciplinary action, up to and including termination of employment.

Retaliation Prohibited:

Affinity Caregiver Llc expressly prohibits retaliation against any individual who reports discrimination or harassment, or assists in investigating such charges. Any form of retaliation is considered a direct violation of this policy and, like discrimination or harassment itself, will be subject to disciplinary action, up to and including termination of employment.

6.7 Telephone Usage

Affinity Caregiver Llc telephones are intended for the sole use of conducting company business. Personal use of the Company's telephones and individually owned cell phones during business hours should be kept to a minimum or for emergency purposes only. We ask that personal calls only be made or received outside of working hours, including during lunch or break time. Long distance phone calls which are not strictly business-related are expressly prohibited.

Any employee found in violation of this policy will be subject to disciplinary action, up to and including termination of employment.

6.8 Personal Property

Employees should use their discretion when bringing personal property into the workplace. Affinity Caregiver Llc assumes no risk for any loss or damage to personal property.

Additionally, employees may not possess or display any property that may be viewed as inappropriate or offensive on Affinity Caregiver Llc premises.

6.9 Use of Company Property

Company property refers to anything owned by the company: physical, electronic, intellectual, or otherwise. The use of company property is for business necessity only.

When materials or equipment are assigned to an employee for business, it is the employee's responsibility to see that the equipment is used properly and cared for properly. However, at all times, equipment assigned to the employee remains the property of the Company, and is subject to reassignment and/or use by the Company without prior notice or approval of the employee. This includes, but is not limited to, computer equipment and data stored thereon, voicemail, records, and employee files.

Affinity Caregiver Llc has created specific guidelines regarding the use of company equipment. Below is a list of employee responsibilities and limitations with regards to company property.

Personal use of company property:

Company property is not permitted to be taken from the premises without proper written authority from company management.

Company Tools:

All necessary tools are furnished to employees in order to assist them in their required duties. Each employee is, in turn, responsible for these tools. Tools damaged or stolen as a result of an employee's negligence will, to the extent permitted by

federal, state and local law, be charged to the employee.

Care of Company Property:

Office areas should be kept neat and orderly and all equipment should be well-maintained. The theft, misappropriation, or unauthorized removal, possession, or use of company property or equipment is expressly prohibited.

Any action in contradiction to the guidelines set herein may result in disciplinary action, up to and including termination of employment.

6.10 Smoking

Affinity Caregiver Llc provides a smoke-free environment for its employees, customers, and visitors. Smoking, including the use of e-cigarettes and vaporizers, is prohibited throughout the workplace. We have adopted this policy because we have a sincere interest in the health of our employees and in maintaining pleasant working conditions.

6.11 Visitors in the Workplace

To ensure the safety and security of Affinity Caregiver Llc and its employees, only authorized visitors are permitted on Company premises and in Company facilities.

All visitors must enter through the main reception area and sign in and out at the front desk. All visitors are also required to wear a “visitor” badge while on Affinity Caregiver Llc premises. Authorized visitors will be escorted to their destination and must be accompanied by a representative of the Company at all times.

6.12 Computer, Email & Internet Usage

Computers, email, and the Internet allow Affinity Caregiver Llc employees to be more productive. However, it is important that all employees use good business judgment when using Affinity Caregiver Llc's electronic communications systems (ECS).

Standards of Conduct and ECS

Affinity Caregiver Llc strives to maintain a workplace free of discrimination and harassment. Therefore, Affinity Caregiver Llc prohibits the use of the Company's ECS for bullying, harassing, discriminating, or engaging in other unlawful misconduct, in violation of the Company's policy against discrimination and harassment.

Copyright and other Intellectual Property

Respect all copyright and other intellectual property laws. For the Company's protection as well as your own, it is critical that you show proper respect for the laws governing copyright, fair use of copyrighted material owned by others, trademarks and other intellectual property, including the Company's own copyrights, trademarks and brands. Employees are also responsible for ensuring that, when sending any material over the Internet, they have the appropriate distribution rights.

Affinity Caregiver Llc purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, Affinity Caregiver Llc does not have the right to reproduce such software for use on more than one computer. Employees may only use software according to the software license agreement. Affinity Caregiver Llc prohibits the illegal duplication of software and its related documentation.

ECS Guidelines

The following behaviors are examples of previously stated or additional actions and activities under this policy that are prohibited:

- Sending or posting discriminatory, harassing, or threatening messages or images about coworkers, supervisors or the Company that violate the Company's policy against discrimination and harassment.
- Stealing, using, or disclosing someone else's code or password without authorization.
- Pirating or downloading Company-owned software without permission.
- Sending or posting the Company's confidential material, trade secrets, or non-public proprietary information outside

of the Company. Wages and other conditions of employment are not considered confidential material.
- Violating copyright laws and failing to observe licensing agreements.
- Participating in the viewing or exchange of pornography or obscene materials.
- Sending or posting messages that threaten, intimidate, coerce, or otherwise interfere with the job performance of fellow employees.
- Attempting to break into the computer system of another organization or person.
- Refusing to cooperate with a security investigation.
- Using the Internet for gambling or any illegal activities.
- Sending or posting messages that disparage another organization's products or services.
- Passing off personal views as representing those of Affinity Caregiver Llc.

Privacy and Monitoring

Computer hardware, software, email, Internet connections, and all other computer, data storage or ECS provided by Affinity Caregiver Llc are the property of Affinity Caregiver Llc. Employees have no right of personal privacy when using Affinity Caregiver Llc's ECS. To ensure productivity of employees, compliance with this policy and with all applicable laws, including harassment and anti-discrimination laws, computer, email and Internet usage may be monitored.

This policy is not intended to restrict an employee's right to discuss, or act together to improve, wages, benefits and working conditions with co-workers or in any way restrict employees' rights under the National Labor Relations Act.

Violations of this policy may result in disciplinary action, up to and including termination of employment. Questions or concerns related this policy should be directed to your supervisor or the HR Director.

6.13 Company Supplies

Only authorized persons may purchase supplies in the name of Affinity Caregiver Llc. No employee whose regular duties do not include purchasing shall incur any expense on behalf of Affinity Caregiver Llc or bind Affinity Caregiver Llc by any promise or representation without express written approval.

6.14 Cell Phones and Mobile Devices

Affinity Caregiver Llc encourages employees to exercise sound business judgment when using cell phones and mobile devices in the workplace. Personal cell phone use should not interfere with productivity or impact job performance.

Cell phones must be turned off or set to silent mode during meetings or in locations where incoming calls may cause disruption.

Unless otherwise authorized, Company-provided cell phones are for business purposes only. Employees may be required to reimburse Affinity Caregiver Llc for any personal use of a Company-provided cell phone or mobile device.

When driving, employees must adhere to all federal, state or local rules on cell phone use. Employees, who incur fines as a result of violating these rules while operating vehicles owned by Affinity Caregiver Llc, will be solely responsible for such fines. If you are unsure whether or not the use of a cell phone while driving is prohibited in a particular area, please check with the HR Director.

Violation of this policy may result in disciplinary action, up to and including termination of employment.

6.15 Personal Appearance

The purpose of Affinity Caregiver Llc's personal appearance policy is to ensure a safe and sanitary workplace for all employees. Affinity Caregiver Llc strives to maintain a professional working environment that promotes efficiency, positive employee morale and promotes a professional image. During business hours or when representing Affinity Caregiver Llc, employees are expected to use common sense and good judgment in order to meet the goals of this policy.

Generally, employees should wear appropriate clothing, observe high standards of personal hygiene, and dress and groom themselves according to the requirements of their positions. While not intended to be an all-inclusive list, the examples below are considered appropriate workplace attire:

- Button-down shirts
- suits
- polo shirts
- khakis
- company approved uniforms
- business casual
- no athletic apparel

If management designates “casual days,” an employee's casual dress must still be clean, neat and project a professional image.

Generally, employees should maintain a clean and neat appearance and should refrain from wearing stained, wrinkled, frayed, or revealing clothing to the workplace. Employees are urged to use their discretion when determining what is appropriate to wear to work. Employees who wear inappropriate attire to work may be sent home to change their clothing.

Affinity Caregiver Llc understands that in certain situations, the Company may need to make exceptions to this policy based on an employee's religion, disability, or other characteristic protected under federal, state or local law. In accordance with all applicable laws, the Company will make every effort to provide reasonable accommodation as necessary unless doing so would cause an undue hardship on Affinity Caregiver Llc.

Questions regarding appropriate workplace attire should be directed to your supervisor or the HR Director.

7.Timekeeping & Payroll

7.1 Attendance & Punctuality

Absenteeism and tardiness place an undue burden on other employees and on the Company. Affinity Caregiver Llc expects regular attendance and punctuality from all employees. This means being in the workplace, ready to work, at your scheduled start time each day and completing your entire shift. Employees are also expected to return from scheduled meal and break periods on time.

All time off must be requested in writing, in advance, as outlined in the Company's time-off policy. If an employee is unexpectedly unable to report for work for any reason, they must directly notify their supervisor as early as possible, and preferably prior to their scheduled starting time. It is not acceptable to leave a voicemail, text, or email message with a supervisor, except in extreme emergencies. In cases that warrant leaving a voicemail, text, or email message or when an employee's direct supervisor is unavailable, a follow-up call must be made later that day.

If an illness or emergency occurs during work hours, employees should notify their supervisor as soon as possible.

Employees, who are going to be absent for more than one day, should contact their supervisor on each day of their absence. Affinity Caregiver Llc reserves the right to ask for a physician's statement in the event of a long-term illness (three consecutive days), or multiple illnesses or injuries.

If an employee fails to notify their supervisor after three consecutive days of absence, Affinity Caregiver Llc will presume that the employee has voluntarily resigned. Affinity Caregiver Llc will review any extenuating circumstances that may have prevented the employee from calling in before they are removed from payroll.

Should undue or recurrent absence and tardiness become apparent, the employee will be subject to disciplinary action, up to and including termination of employment.

This policy is not intended to restrict an employee's right to discuss, or act together to improve, wages, benefits and working conditions with co-workers or in any way restrict employees' rights under the National Labor Relations Act.

Certain absences may be protected by federal, state, and/or local law. If you have questions about this policy or your entitlement to time off, contact the HR Director.

7.2 Timekeeping

It is the Company's policy to comply with applicable laws that require records to be maintained of the hours worked by our employees. Every employee is responsible for accurately recording time worked.

In addition to recording arrival and departure time, non-exempt employees are required to accurately record the start and end of each meal period as well as any departure for non-work related reasons. Any errors in time records, must be immediately reported to your supervisor.

Absent prior authorization, non-exempt employees are not permitted to start work until their scheduled starting time or work past their scheduled ending time.

Affinity Caregiver Llc strictly prohibits non-exempt employees from working off the clock for any reason. All time spent working must be logged and accounted for; this includes time spent using electronic devices for work-related purposes.

Vacation days, sick days, holidays, and absences for jury duty, funeral leave or military training must be specifically recorded by all employees.

It is the responsibility of all employees to submit and approve their time records each week.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in

disciplinary action up to and including termination of employment.

7.3 Affinity Caregiver Travel reimbursement

Affinity Caregiver recognizes that some positions require employees to travel for work-related services. To help offset general travel-related costs, the organization provides a flat travel cost offset stipend in accordance with applicable federal and state laws.

Flat Stipend Amount

Eligible employees will receive a **flat travel cost offset stipend of $40 per pay period**

This stipend is:

- Not based on miles driven
- Not tied to fuel costs, vehicle maintenance, insurance, or depreciation
- Provided regardless of the amount of travel completed during the pay period

No Mileage Reimbursement

Affinity Caregiver **does not provide mileage reimbursement**. Employees are not reimbursed based on distance traveled or vehicle use. The flat stipend fully replaces any mileage-based reimbursement.

Tax Treatment

The travel cost offset stipend is considered **taxable wages** under Internal Revenue Service (IRS) regulations.

Accordingly:

- The stipend is included in gross pay
- All required federal, state, and local taxes are withheld
- The stipend is reported on the employee's Form W-2

No receipts, mileage logs, or expense reports are required.

Wage and Hour Compliance

The stipend:

- Does not replace or reduce an employee's hourly wage
- Does not count toward minimum wage or overtime calculations
- Is paid separately from wages for hours worked

Affinity Caregiver complies with the **Fair Labor Standards Act (FLSA)** and applicable Minnesota wage and hour laws.

Eligibility

Eligibility for the travel cost offset stipend is determined by Affinity Caregiver and may depend on job duties, position, or operational needs. Not all positions are eligible.

7.4 Paydays

Affinity Caregiver Llc employees are paid on a Bi-weekly basis. In the event that a regularly scheduled payday falls on a holiday, employees will be paid on the day preceding the holiday, unless otherwise required by state law.

Paychecks will not, under any circumstances, be given to any person other than the employee without written authorization. Paychecks may also be mailed to the employee's listed address or, upon advance written authorization, deposited directly into an employee's bank account. Employees who elect payment through direct deposit will receive an itemized statement

of wages when the Company makes direct deposits.

In the event of employee termination, the employee will receive their accrued pay in accordance with applicable federal, state and local laws.

7.5 Payroll Deductions

Affinity Caregiver Llc makes deductions from employee pay only in circumstances permitted by applicable law. This includes, but is not limited to, mandatory deductions for income tax withholding and Social Security and Medicare contributions as well as voluntary deductions for health insurance premiums and other related contributions.

If you believe that an improper deduction has been made from your pay, raise the issue with the HR Director immediately. Affinity Caregiver Llc will promptly investigate. If the investigation reveals that you were subjected to an improper deduction from pay, you will be reimbursed promptly.

7.6 Disclosure of Pay Information (Minnesota Employees)

Affinity Caregiver Llc recognizes each employee's right to discuss and disclose their own pay and pay-related information.

In accordance with this policy, Affinity Caregiver Llc will not require that an employee:

- Waive any right to disclose their wages,
- Refrain from disclosing their wages as a condition of employment.

The Company will not tolerate any adverse action taken against an employee, or prospective employee, for disclosing the employee's own wages or discussing another employee's wages which have been disclosed voluntarily.

Affinity Caregiver Llc, however, does not allow any employee without written consent to disclose proprietary, trade secret or other information protected by law. Employees are also prohibited from disclosing another employee's wage information to a competitor of Affinity Caregiver Llc.

Affinity Caregiver Llc will not retaliate against any employee for enforcing the terms of this policy. Should Affinity Caregiver Llc become aware that any adverse action has been taken against an employee as a result of discussing his or her wages, the Company will promptly investigate and take immediate steps to address and remedy the situation.

Nothing in this policy should be construed to diminish an employee's rights under the National Labor Relations Act.

An employee has the right to bring a civil action against Affinity Caregiver Llc if they believe their rights under this policy have been violated. Questions regarding this policy should be directed to the HR Director.

7.7 Disclosure of Pay Information (Minnesota Employees)

Affinity Caregiver Llc recognizes each employee's right to discuss and disclose their own pay and pay-related information.

In accordance with this policy, Affinity Caregiver Llc will not require that an employee:

- Waive any right to disclose their wages,
- Refrain from disclosing their wages as a condition of employment.

The Company will not tolerate any adverse action taken against an employee, or prospective employee, for disclosing the employee's own wages or discussing another employee's wages which have been disclosed voluntarily.

Affinity Caregiver Llc, however, does not allow any employee without written consent to disclose proprietary, trade secret or other information protected by law. Employees are also prohibited from disclosing another employee's wage information to a competitor of Affinity Caregiver Llc.

Affinity Caregiver Llc will not retaliate against any employee for enforcing the terms of this policy. Should Affinity Caregiver Llc become aware that any adverse action has been taken against an employee as a result of discussing his or her wages, the Company will promptly investigate and take immediate steps to address and remedy the situation.

Nothing in this policy should be construed to diminish an employee's rights under the National Labor Relations Act.

An employee has the right to bring a civil action against Affinity Caregiver Llc if they believe their rights under this policy have been violated. Questions regarding this policy should be directed to the HR Director.