



Sunshine In Home Care and Assistance LLC

Sunshine LLC

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Core Policies

1.0 Welcome

1.1 A Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with Sunshine In Home Care and Assistance LLC will be rewarding and challenging. We take pride in our employees as well as in the products and services we provide.

The Agency complies with all federal and state employment laws, and this handbook generally reflects those laws. The Agency also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all employees. When questions arise concerning the interpretation of these policies as they relate to employees who are covered by a collective-bargaining agreement, the answers will be determined by reference to the actual union contract, rather than the summaries contained in this handbook.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Agency reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.

If you have questions about your employment or any provisions in this handbook, contact Human Resources.

We wish you success in your employment here at Sunshine In Home Care and Assistance LLC!

All the best,

Emily Wei, Office Manager
Sunshine In Home Care and Assistance LLC

1.2 At-Will Employment

Your employment with Sunshine In Home Care and Assistance LLC is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Agency at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Agency document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the Office Manager has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the Office Manager.

If a written contract between you and the Agency is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

2.0 Introductory Language and Policies

2.1 About the Company

Sunshine - In Home Care and Assistance LLC is a Mason-based home care company offering high quality care for special-needs kids and their families. Our goal is to help kids with special needs achieve their potential and become active participants in the world.

2.2 Ethics Code

{{Sunshine In Home Care and Assistance Ltd}} will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and {providers}} are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the {{Sunshine LLC}}.

We expect that officers, directors, and {{providers}} will not knowingly misrepresent the {{Sunshine LLC}} and will not speak on behalf of the Agency unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (e.g., financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, or trademarks) about the {Sunshine LLC}} or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Ethics Code can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

2.3 Mission Statement

The mission of Sunshine LLC is to improve the self-assurance of youth and adult clients through independent supportive living. Sunshine's aim is to give our client positive directions that lead them to a safe place of normal functioning regardless of disabilities, race, religion and ethnicity. To carry out this mission, we intend to offer improved living conditions, educational awareness and employment opportunities for the individual.

2.4 Revisions to Handbook

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including {{Sunshine In Home Care and Assistance Ltd}} policies and procedures. The handbook is not a contract. The {{Sunshine LLC}} reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines in this handbook, we will communicate them promptly, either in a written supplement to the handbook or by posting (on company bulletin boards or websites).

3.0 Hiring and Orientation Policies

3.1 Accommodations for Pregnancy, Childbirth, and Related Medical Conditions

{{Sunshine In Home Care and Assistance Ltd}} recognizes the importance of supporting {providers} experiencing limitations related to pregnancy, childbirth, or related medical conditions by providing reasonable accommodations. We are committed to complying with the federal Pregnant Workers Fairness Act (PWFA) and any applicable state or local laws offering additional protections.

Examples of reasonable accommodations include:

- Additional break time for restroom use, meals, hydration, and rest.
- Seating options allowing for sitting or standing as needed.
- Schedule changes, part-time work, and paid and unpaid leave.
- Flexible work hours to accommodate medical appointments and physical needs.
- Telework (remote work).
- Closer parking spots to the workplace entrance.
- Light duty.
- Making existing facilities accessible or modifying the work environment.
- Job restructuring.
- Temporarily suspending one or more essential functions of your job.
- Acquiring or modifying equipment, uniforms, or devices.
- Adjusting or modifying examinations or policies.

If you require an accommodation, notify your Supervisor. In instances where the need for a particular accommodation is not obvious, you may be asked to provide:

- The reason an accommodation is needed.
- A description of the proposed accommodation.
- Information on how the accommodation will effectively address your limitations.

Medical documentation will not be required in the following situations:

- When the limitation and need for an accommodation is obvious.
- If the Agency is already aware of the limitation due to previous disclosures.
- When requesting accommodations such as additional restroom breaks, fluid intake, food breaks, or seating arrangements, which are considered presumptively reasonable.
- For any lactation accommodations.
- When a similar accommodation has been provided to other employees without requiring documentation.

The {{Sunshine LLC}} will engage in an interactive process with you to identify suitable accommodations. While we strive to accommodate all requests, certain accommodations may not be provided if they would result in undue hardship to the {{Sunshine LLC}}. Factors considered include the nature and cost of the accommodation, the overall financial resources of the facility, and the impact on operations, including safety and efficiency.

If leave is provided as a reasonable accommodation, it may run concurrently with leave under the federal Family and Medical Leave Act (FMLA) and/or any other applicable leave as permitted by law.

The Agency strictly prohibits retaliation against {{Sunshine LLC}} who request or utilize an accommodation under this policy.

3.2 Conflicts of Interest

Sunshine In Home Care and Assistance LLC is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the Agency, you must disclose it to your Supervisor. If an actual or potential conflict of interest is determined to exist, the Agency will take such steps as it deems necessary to reduce or eliminate this conflict.

3.3 Disability Accommodation

Sunshine In Home Care and Assistance LLC complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the Agency will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Supervisor. You may be asked to include relevant information such as:

- The reason you need an accommodation.
- A description of the proposed accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Agency will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Agency in connection with a request for accommodation will be treated as confidential.

The Agency encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Agency is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Agency.

Where state or local law provides greater protections to employees than federal law, the Agency will apply the law that provides the greatest benefit to employees.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The Agency will not discriminate or retaliate against employees for requesting an accommodation.

3.4 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with Sunshine In Home Care and Assistance LLC. If you are currently employed and have not complied with this requirement or if your status has changed, inform your Supervisor.

If you are authorized to work in this country for a limited time, you will be required to submit proof of renewed employment eligibility prior to expiration of that time to remain employed by the Agency.

3.5 New Hires and Introductory Periods

The first 90 days of your employment is considered an introductory period. During this period, you will become familiar with Sunshine In Home Care and Assistance LLC and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

3.6 Religious Accommodation

Sunshine In Home Care and Assistance LLC recognizes the diversity of religious beliefs and is committed to providing equal employment opportunities to all employees, regardless of their religious beliefs and practices or lack thereof. Consistent with this commitment, the Agency complies with Title VII of the Civil Rights Act of 1964 and all applicable state and local laws that prohibit employment discrimination on the basis of religion. The Agency will reasonably accommodate the sincerely held religious beliefs of employees if the accommodations would resolve a conflict between the individual's religious belief or practice and a work requirement, unless doing so would create an undue hardship.

Requesting a Religious Accommodation

If you need an accommodation because of your religious beliefs or practices, make the request with your Supervisor or appropriate department. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need the accommodation.
- How the accommodation will help resolve the conflict between your religious beliefs or practices (or lack thereof) and your work requirements.

After receiving your request, the Agency will engage in an interactive dialogue with you to explore potential accommodations that could resolve the conflict between your religious beliefs or practices and work requirements. The Agency encourages you to suggest specific reasonable accommodations. However, the Agency is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Agency.

The Agency will not discriminate or retaliate against employees who, in good faith, request a religious accommodation under this policy.

4.0 Wage and Hour Policies

4.1 Attendance

Sunshine In Home Care and Assistance LLC requires regular and punctual attendance by employees. You are expected to arrive at the workplace on time and ready to perform your job. Failure to comply with this policy may result in disciplinary action, up to and including termination.

If you are not going to arrive at work or return from a break on time, you must notify your Supervisor as soon as possible but at least 30 minutes before your scheduled start time.

If you must miss work due to an emergency or other unexpected circumstance, notify your Supervisor and client's family as soon as possible. Notice should include the expected duration of your absence and your expected time or date of return. You may be required to provide documentation of the need for the absence, as permitted by applicable law.

If you become ill during your scheduled workday and need to leave before the end of your shift, notify your Supervisor immediately. If you are unable to perform your job at an acceptable level due to illness, you may be sent home until you are well enough to work.

Absences will be considered excused if you requested the time off in accordance with Agency policies and received the required approval for the absence. Absences will be considered unexcused if you are absent from work during scheduled work hours without permission and do not receive retroactive approval. This policy applies to all absences, including full- or partial-day absences, late arrivals, and early departures.

Planned absences, such as vacations or medical appointments, should be arranged as far in advance as possible. If you need to be absent during the workday, attempt to schedule outside appointments or obligations so that your absence has the smallest impact possible on business operations.

The Agency reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences when permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to this policy.

If you fail to report to work for three days or more consecutive days and have not provided proper notification, the Agency will assume that you have voluntarily resigned your position and will proceed with the termination process.

4.2 Direct Deposit

Sunshine In Home Care and Assistance LLC encourages all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask the Office Manager for an application form. Typically, the bank will begin the direct deposit of your payroll within 30 calendar days after you submit your completed application.

If you have selected the direct deposit payroll service, a written explanation of your deductions will be provided to you on paydays in lieu of a check.

4.3 Employment Classifications

The Agency designates all employees as either exempt or nonexempt in compliance with applicable federal, state, and local law:

- **Exempt employees.** Exempt employees are generally paid a fixed salary and are not entitled to overtime pay.
- **Nonexempt employees.** Nonexempt employees are entitled to minimum wage and overtime pay.

The Agency also assigns each employee to one of the following categories:

- **Regular full-time employees.** Regular full-time employees are normally scheduled to work at least 40 hours per workweek, except for approved time off. Full-time employees are eligible for most Agency benefits.
- **Regular part-time employees.** Regular part-time employees are normally scheduled to work 38 hours or less per workweek. Part-time employees are not eligible for most Agency benefits.
- **Temporary or seasonal employees.** Temporary employees are generally hired on a temporary or project-specific basis, with either full- or part-time hours. Seasonal employees are hired on a temporary basis during a time of year when extra work is available. Temporary or seasonal employees are not eligible for most Agency benefits.

You will be informed of your classification, status, and responsibilities at the time of hire and at any time your classification, status, or responsibilities change. If you have a question regarding this information, contact the Office Manager. These classifications do not alter your employment at-will status.

4.4 Paycheck Deductions

Sunshine In Home Care and Assistance LLC is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, state income taxes, city income taxes, state disability insurance taxes, etc., and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt employees may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Your deductions will be reflected in your wage statement. If you have any questions about deductions from your pay, contact your Supervisor.

The Agency will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any discrepancies to your Supervisor.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

The Agency will not retaliate against employees who report erroneous deductions in accordance with this policy.

4.5 Recording Time

Sunshine In Home Care and Assistance LLC is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the Agency has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using OH DODD / Medicaid EVV system. Speak with your Supervisor for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked, and must follow established Agency procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

Bi-weekly time sheets are to be turned in to the agency office every other Saturday based on the agency's calendar.

Notify your Supervisor of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntarily missed meal or break periods.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to your Supervisor or appropriate department any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

5.0 Performance, Discipline, Layoff, and Termination

5.1 Criminal Activity/Arrests

Sunshine In Home Care and Assistance LLC will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the Agency, whether on or off Agency property, may result in disciplinary action including suspension or termination of employment.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

5.2 Disciplinary Process

Violation of Sunshine In Home Care and Assistance LLC's policies or procedures may result in disciplinary action, including demotion, transfer, leave without pay, or termination of employment. The Agency encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Agency is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis consistent with applicable law. Note that the specific terms of your employment relationship, including termination procedures, are governed by the laws of the state in which you are employed.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your Supervisor will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Agency is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and, depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

5.3 Open Door/Conflict Resolution Process

Sunshine In Home Care and Assistance LLC strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the work place to the attention of your Supervisor and, if necessary, to Human Resources or upper level management. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Agency, management, its employees, vendors, customers, or any other persons or entities related to the Agency, bring your concerns to the attention of your Supervisor at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate Supervisor. If you have already brought this matter to the attention of your Supervisor before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to Human Resources or upper level management. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

5.4 Outside Employment

Outside employment that creates a conflict of interest or affects the quality or value of your work performance or availability at Sunshine In Home Care and Assistance LLC is prohibited. The Agency recognizes that you may seek additional employment during off hours, but in all cases expects that any

outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the Agency should be reported to your Supervisor. Failure to adhere to this policy may result in discipline up to and including termination.

5.5 Pay Raises

Depending on financial health and other Agency factors, efforts will be made to give pay raises consistent with Sunshine In Home Care and Assistance LLC profitability, job performance, and the consumer price index. The Agency may also make individual pay raises based on merit or due to a change of job position.

5.6 Performance Reviews

Sunshine In Home Care and Assistance LLC will make efforts to periodically review your work performance. The performance review is a tool used to evaluate employee performance over the review period by assessing:

- Your performance of assigned job duties and responsibilities.
- Your achievement or lack of achievement of specific targets and goals.
- Other aspects of your performance (e.g., communication skills, professionalism, ability to collaborate, reliability, willingness to take initiative, etc.).

The performance review process will take place annually, or as business needs dictate.

The performance review process is intended to increase the quality and value of your work performance. The review process may be used:

- As a basis for employment decisions, such as promotions and demotions.
- To improve the performance of underperforming employees.
- To document employee growth at the Agency.

A positive performance review does not guarantee a pay raise or continued employment.

5.7 Post-Employment References

Sunshine In Home Care and Assistance LLC policy is to confirm dates of employment and job title only. With written authorization, the Agency will confirm compensation information when permissible by applicable law. Forward any requests for employment verification to the Office Manager.

5.8 Resignation Policy

Sunshine In Home Care and Assistance LLC hopes that your employment with the Agency will be a mutually rewarding experience; however, the Agency acknowledges that varying circumstances can cause you to resign employment. The Agency intends to handle any resignation in a professional manner with minimal disruption to the workplace.

Notice

The Agency requests that you provide a minimum of two weeks' notice of your resignation. Provide a written resignation letter to your Supervisor. If you provide less notice than requested, the Agency may deem you to be ineligible for rehire, depending on the circumstances of the notice given.

The Agency reserves the right to provide you with pay in lieu of notice in situations where job or business needs warrant.

Final Pay

The Agency will pay separated employees in accordance with applicable laws and other sections of this handbook.

Notify the Agency if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

Return of Property

Return all Agency property at the time of separation, including client document binder, EVV time record tools (if used), etc.. Failure to return some items may result in deductions from your final paycheck where state law allows. In some circumstances, the Agency may pursue criminal charges for failure to return Agency property.

5.9 Standards of Conduct

Sunshine In Home Care and Assistance LLC wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Agency property (including in Agency vehicles), or on Agency business.
- Inaccurate reporting of the hours worked by you or any other employees.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Agency or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying Agency property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of Agency trade secrets and proprietary and confidential commercially sensitive information (e.g., financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, or trademarks) of the Agency or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in nondesignated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on Agency premises during working hours.
- Failure to dress according to Agency policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this Agency.

- Gambling on Agency premises.
- Lending keys or keycards to Agency property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

6.0 General Policies

6.1 Authorization for Use of Personal Vehicle

All employees required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license, acceptable driving record, and appropriate insurance coverage. Sunshine In Home Care and Assistance LLC may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license and insurance coverage for your personnel file. Any changes in your driving record, including, but not limited to, driving infractions or changes to your insurance policy, must be reported to the Agency.

If you use your personal vehicle in the course and scope of employment, you may not operate such vehicle while:

1. Under the influence of drugs, alcohol, or any other substance that might impair your judgment or ability to drive; or
2. Texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

6.2 Computer Security and Copying of Software

Software programs purchased and provided by Sunshine In Home Care and Assistance LLC are to be used only for creating, researching, and processing materials for Agency use. By using Agency hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable Agency policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the Agency, or developed by Agency employees or contract personnel on behalf of the Agency, is and will be deemed Agency property. It is the policy of the Agency to respect all computer software rights and to adhere to the terms of all software licenses to which the Agency is a party. The Office Manager is responsible for enforcing these guidelines.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the Agency to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain your manager's approval. All software acquired by the Agency must be purchased through Information Systems department.

You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the Agency.

6.3 Driving Record

All employees required to operate a motor vehicle as part of their employment duties at Sunshine In Home Care and Assistance LLC must maintain a valid driver's license and acceptable driving record. The Agency may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license for your personnel file. Any changes in your driving record, including but not limited to driving infractions, must be reported to the Agency.

State law requires all motorists to carry auto liability insurance. It is against the law to drive without insurance. If you use your own vehicle as a part of your employment duties, you must provide management with a current proof of insurance statement or card. New proof of insurance is required every time your policy expires and renews.

6.4 Nonsolicitation/Nondistribution Policy

Sunshine In Home Care and Assistance LLC prioritizes a harmonious work environment that minimizes disruption to business operations and respects the focus of employees, visitors, and others. Our nonsolicitation/nondistribution policy aims to ensure a balanced approach to interactions within the workplace.

Solicitation

For the purposes of this policy, **solicitation** includes various activities such as selling items or services, seeking contributions, or seeking support for an organization. Solicitation, whether conducted verbally, in writing, or electronically, falls under this policy's scope.

During your assigned working hours, soliciting other employees is prohibited. **Working hours** refers to periods when either you or the employees you intend to solicit are expected to be actively engaged in work-related activities. You are permitted to engage in solicitation during authorized nonworking times, such as breaks, provided that the recipients of the solicitation are also on nonworking time.

Distribution

To ensure cleanliness, organization, and safety, the distribution of nonwork-related literature or items within working areas is prohibited at all times. Working areas do not include break/rest areas, lunchrooms, and parking lots. Electronic distribution of materials during work hours is also not allowed. Any literature that violates the Agency's equal employment opportunity (EEO) and nonharassment policies, or knowingly spreads false information, is strictly prohibited. Non-employees are not permitted to distribute materials on company premises under any circumstances.

Statutory Rights and Communication

This policy is not meant to curtail the statutory rights of employees, including their right to discuss terms and conditions of employment. Open communication remains a vital part of our workplace culture.

Reporting Violations

If you become aware of violations of this policy, report them to your Supervisor.

We appreciate your cooperation in maintaining a respectful and focused work environment.

6.5 Personal Appearance

Your personal appearance reflects on the reputation, integrity, and public image of Sunshine In Home Care and Assistance LLC. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The Agency, in accordance with applicable law, will reasonably accommodate employees with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the Agency. Contact your Supervisor to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

6.6 Personal Cell Phone/Mobile Device Use

While Sunshine In Home Care and Assistance LLC permits employees to bring personal cell phones and other mobile devices (i.e. smart phones, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Agency property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with Agency policies regarding the protection of confidential and proprietary information when using personal devices.

While operating a vehicle on work time, the Agency requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

You may not connect your personal device to the Agency network or to Agency equipment (computers, printers, etc.).

You may have the opportunity to use your personal devices for work purposes. Before using a personal device for work-related purposes, you must obtain written authorization from IT Manager. The use of personal devices is limited to certain employees and may be limited based on compatibility of technology. To ensure the security of Agency information, the Agency/DODD/Medicaid information will be removed from a device upon termination of employment. If you are authorized to use a personal device, you will receive a monthly stipend based on the estimated use of the device. If you obtain or currently have a plan that exceeds the monthly stipend, the Agency will not be liable for the cost difference.

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

6.7 Personal Data Changes

It is your obligation to provide Sunshine In Home Care and Assistance LLC with your current contact information, including current mailing address and telephone number. You should also inform the Agency of any changes to your tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact Payroll or the appropriate department, or person.

6.8 Social Media

Sunshine In Home Care and Assistance LLC acknowledges that social media has become an integral part of modern life that provides us with unique opportunities to communicate and share information with others. However, we also want to educate employees that their social media use can:

- Pose risks to the Agency's confidential and proprietary information, reputation, and brand;
- Expose the Agency to discrimination, harassment, and other claims; and
- Jeopardize the Agency's compliance with business rules and laws.

To minimize legal risks, avoid loss of productivity and distraction, and ensure that the Agency's IT resources and communications systems are used appropriately, all employees must abide by the following policy regarding social media use.

Social Media

For purposes of this policy, **social media** refers to any means of posting content on the internet, including personal websites, social networking sites, blogs, chat rooms, and other online platforms, whether affiliated with the Agency or not.

Use Good Judgment

While the Agency respects your right to personal expression, you should assume that anything you do on social media—whether on a business or personal account—could be viewed by a colleague, supervisor, partner, supplier, competitor, investor, customer, or potential customer. As such, any social media activity, even from your personal account, reflects on the Agency as well as on yourself. It is important to remember that anyone can see what you post (or what you posted five years ago).

Guidelines for Posting on Social Media

When posting:

- Protect trade secrets, intellectual property, and confidential information related to the Agency.
- Do not make statements that are maliciously false or defamatory or would constitute unlawful harassment or discrimination.
- Do not make express or implied threats of violence.
- Avoid linking personal accounts to the Agency as an official source.
- Respect copyright, trademark, and third-party rights.
- Do not use the Agency's email addresses to register on social media platforms for personal use.
- If you identify yourself as an employee of Sunshine In Home Care and Assistance LLC on your personal account and are posting about the Agency, make it clear that your views are your own and that you are not speaking on behalf of the Agency.

Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your Supervisor or consistent with policies that cover equipment owned by the Agency.

Media Contacts

If you are not authorized to speak on behalf of the Agency, do not speak to the media on behalf of the Agency. Direct all media inquiries for official Agency responses to the office Manager.

Retaliation

Retaliation against those reporting policy violations or cooperating in investigations is prohibited. Retaliatory actions may lead to disciplinary measures.

Violations

Violations of this policy may result in discipline, up to and including termination.

This policy does not limit employees rights to discuss wages, hours, or other terms and conditions of employment. All employees have the right to engage in or refrain from such activities.

6.9 Third Party Disclosures

From time to time, Sunshine In Home Care and Assistance LLC may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the Agency and should refer any call requesting the position of the Agency to the office manager. If you have any questions about this policy or are not certain what to do when such a contact is made, contact the office manager.

6.10 Use of Company Technology

This policy is intended to provide Sunshine In Home Care and Assistance LLC employees with the guidelines associated with the use of the Agency information technology (IT) resources and communications systems.

This policy governs the use of all IT resources and communications systems owned by or available at the Agency, and all use of such resources and systems when accessed using your own devices, including but not limited to:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
- Printers, photocopiers, and scanners.
- Fax machines, e-fax systems, and modems.
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.

General Provisions

Agency IT resources and communications systems are to be used for business purposes only unless otherwise permitted under applicable law.

All content maintained in Agency IT resources and communications systems are the property of the Agency. Therefore, employees should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on Agency electronic information and communications systems.

The Agency reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over Agency IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that the Agency will exercise this right periodically, without prior notice and without prior consent.

The interests of the Agency in monitoring and intercepting data include, but are not limited to: protection of Agency trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development,

customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.

You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on Agency IT resources and communications systems.

Do not use Agency IT resources and communications systems for any matter that you would like to be kept private or confidential.

Violations

If you violate this policy, you will be subject to corrective action, up to and including termination of employment. If necessary, the Agency will also advise law enforcement officials of any illegal conduct.

6.11 Workplace Privacy and Right to Inspect

Sunshine In Home Care and Assistance LLC property, including but not limited to lockers, phones, computers, tablets, desks, work areas, vehicles, or machinery, remains under the control of the Agency and is subject to inspection at any time, without notice to any employees, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on Agency premises including that kept in lockers and desks.

7.0 Benefits

7.1 401(k) Plan

Eligible employees may participate in the Sunshine In Home Care and Assistance LLC 401(k) plan after completing any applicable waiting period as defined in the plan. Refer to your Summary Plan Description (SPD) for specific information.

The Agency will notify you if you are eligible to participate in the 401(k) plan. Contact the office manager to understand your eligibility requirements. This benefit may be canceled or changed at the discretion of the Agency, unless otherwise required by law.

7.2 Bereavement Leave

Sunshine In Home Care and Assistance LLC recognizes the importance of taking leave when there is a death in the family. Where bereavement leave is not required by law, the Agency will provide bereavement leave as follows:

Full-time employees [who have completed 90 days/weeks/months of service are eligible for 2 days of unpaid bereavement leave for the death of an immediate family member.]]

You may use accrued but unused vacation/sick leave/paid time off if additional time is needed. Additional unpaid time off may be granted at the discretion of the Agency on a case-by-case basis.

For purposes of this policy, **immediate family member** includes the following and applies both to the family of the employee and the employee's spouse: child (including foster child and stepchild), spouse, sister, brother, parents (including foster parents and stepparents), grandparents.

You must provide notice of your need for bereavement leave as soon as possible. The Agency may require documentation supporting your need for bereavement leave.

7.3 COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible Sunshine In Home Care and Assistance LLC employees and their beneficiaries to continue health insurance coverage under the Agency health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Contact Human Resources to learn more about your COBRA rights.

7.4 Federal Jury Duty Leave

Sunshine In Home Care and Assistance LLC encourages employees to fulfill their civic duties related to federal jury duty service. If you are summoned for federal jury duty, notify your Supervisor as soon as possible to make scheduling arrangements.

Time spent for federal jury duty service is unpaid. However, if you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. You may opt to use [PTO/vacation] in place of unpaid leave.

The Agency will not discriminate or retaliate against employees for missing work due to federal jury service. Upon return to work, you will be reinstated to your prior position without loss of seniority and will be treated as if you have been on a leave of absence or furlough.

7.5 Military Leave (USERRA)

Sunshine In Home Care and Assistance LLC complies with applicable federal and state law regarding military leave and re-employment rights. A military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA, with amendments) and all applicable state law. You must submit documentation of the need for leave to your Supervisor or appropriate department. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your Supervisor of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact your Supervisor or appropriate department.

7.6 Personal Leave of Absence

Sunshine In Home Care and Assistance LLC recognizes that you may need time off from work in special circumstances that other leave policies may not address. In such cases, you may request a personal leave of absence.

Eligibility

All regular/full-time employees employed for at least 90 days are eligible to apply for an unpaid personal leave of absence.

Requesting Leave

Requests for unpaid personal leave must be submitted to your Supervisor and HR department in writing at least 10 days in advance where practical. In emergency situations, written notice must be provided as soon as possible. The request should include the reason for the leave as well as the dates you expect to begin and end the leave.

Job performance, absenteeism, and departmental requirements will be taken into consideration before a request is approved. Requests for unpaid personal leave may be denied or granted for any reason and are within the sole discretion of the Agency.

You will be required to use all available paid leave balances prior to taking an unpaid personal leave of absence/You may substitute any applicable and available paid leave for all or a portion of your unpaid personal leave.

Sick leave, PTO, vacation, seniority, or other benefits will not accrue during an unpaid personal leave of absence. Holidays that occur during an unpaid personal leave of absence will not be paid.

If you are granted a personal leave of absence, reinstatement to your position or any position is not guaranteed.

Extension of Leave

You are required to return from unpaid personal leave on the originally scheduled return date. If you are unable to return, you must request an extension of the leave in writing at least 10 days in advance of the return date. Leave extensions will be considered on a case-by-case basis. If the Agency denies the extension request, you must return to work on the originally scheduled return date or be considered to have voluntarily resigned from your employment.

Return to Work

In advance of your scheduled return date, your Supervisor will arrange for you to resume your previous position, if available. However, the Agency's need to fill a position may override the ability to hold a position open until your return. Therefore, we cannot assure our ability to reinstate you to any position after your leave. The Agency retains the discretion to determine the similarity of any available positions and your qualifications. If we are unable to reinstate you or you refuse the offer of reinstatement to a different position, your leave status will be changed to a voluntary termination.

Failure to Return from Leave

If you fail to return to work after an unpaid leave of absence, you will be considered to have resigned your employment.

Alternative Employment

While on an unpaid leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Agency. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

7.7 Unemployment Compensation Insurance

Unemployment compensation insurance is paid for by Sunshine In Home Care and Assistance LLC and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the Agency.

7.8 Workers' Compensation Insurance

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If

you are injured on the job while working at Sunshine In Home Care and Assistance LLC, no matter how slightly, you are to report the incident immediately to your Supervisor. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your Supervisor immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

8.0 Safety and Loss Prevention

8.1 Business Closure and Emergencies

Sunshine In Home Care and Assistance LLC recognizes that inclement weather and other emergencies may affect your ability to get to work. In such situations, your safety is paramount.

Company Closure

Examples of emergencies when the Agency may close include, but are not limited to, power outages, blizzard conditions, etc.

Notification

In an emergency, the Agency will make every effort to notify you of the closing by phone/text/email/website/etc. These notification efforts assume that you have access to electricity and internet and/or phone service.

When the Agency is unable to notify you of the closure, use common sense to assess the safety and practicality of the situation. In a regional power outage, for example, the Agency is likely to have no power. If there is reported flash flooding in your area, report to work only if you can make it safely.

Partial-Day Closure

If an emergency event such as inclement weather or a power outage occurs, the Agency may decide to close mid-day. When the Agency closes mid-day, you will be instructed to leave immediately so that the conditions do not further deteriorate and affect your ability to travel safely.

If you are exempt and are working at home with prior permission, or at the office on the day of the partial day closure, you will be paid your normal salary for the week. If you are nonexempt, you will be paid for the hours you worked, unless state law dictates otherwise.

Notified of Closure Prior to Reporting to Work

If you are nonexempt and are notified of a closure prior to reporting to work, you will not be paid during the closure, unless state law dictates otherwise. If you are exempt, you will be paid your normal salary for the week.

Benefits Coverage

Your health insurance coverage will be maintained by the Agency during the closure on the same basis as if you were still working.

Extending Leave

When the Agency closure ends, you are expected to report to work. Contact your Supervisor if you cannot return to work at the end of the closure. The Agency recognizes that you may need additional time off to

repair extensive home damage or for other emergency situations. These will be assessed on a case-by-case basis.

If You Cannot Get to Work

Unique circumstances may affect your ability to come to work even when the Agency is able to remain open. The Agency recognizes that in a severe national or regional disaster, all methods of communication may be unavailable; however, you should continue to try and contact your Supervisor, by any method possible.

Time missed under circumstances where the Agency remains open and you are unable to report to work is to be used as vacation time, personal time, or is unpaid.

8.2 Drug and Alcohol Policy

Sunshine In Home Care and Assistance LLC is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Agency to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

Prohibited Conduct

The Agency expressly prohibits employees from engaging in the following activities when they are on duty or conducting Agency business or on Agency premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Agency does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the Agency Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your Supervisor if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

From time to time, the Agency may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.

Violations

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

8.3 General Safety

It is the responsibility of all Sunshine In Home Care and Assistance LLC employees to maintain a healthy and safe work environment, report any health or safety hazards, and follow the Agency health and safety rules. Failure to do so may result in disciplinary action, up to and including termination of employment. The Agency also requires that all occupational illnesses or injuries be reported to your Supervisor as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident.

8.4 Workplace Tobacco Usage

Sunshine In Home Care and Assistance LLC is concerned about the detrimental effects of smoking and secondhand smoke inhalation. Smoking (including the use of electronic vaping products such as e-cigarettes) is prohibited in the following:

- Agency offices.
- Agency vehicles.
- Client areas.
- Restrooms.
- Areas where signs are posted prohibiting smoking.
- Other areas defined by the employer.

The Agency also prohibits the use of smokeless tobacco (e.g., chewing tobacco, dip, and snuff) in such areas.

8.5 Workplace Violence

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of Sunshine In Home Care and Assistance LLC, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

Zero Tolerance Policy

The Agency has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Agency property or while performing Agency business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

Reporting Incidents of Violence

Report to your Supervisor, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to your Supervisor or appropriate department.

9.0 Trade Secrets and Inventions

9.1 Confidentiality and Nondisclosure of Trade Secrets

As a condition of employment, Sunshine In Home Care and Assistance LLC employees are required to protect the confidentiality of Agency trade secrets, proprietary information, and confidential commercially sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Agency. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

If you have information that leads you to suspect that employees are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your Supervisor or appropriate department.

Violation of this policy may result in disciplinary action up to and including termination, and may subject the violator to civil liability.

10.0 Customer Relations

10.1 Customer, Client, and Visitor Relations

Sunshine In Home Care and Assistance LLC strives to provide the best products and services possible to our customers and clients. Our customers and clients support this business and generate your wages. You are expected to treat every customer, client, or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a visitor or customer during your working time. If you are having problems with a customer, client, or visitor, notify your Supervisor immediately. If a customer, client, or visitor voices a suggestion, complaint, or concern regarding our products or services, inform your Supervisor or a member of management. Lastly, make every effort to be prompt in following up on customer, client, or visitor orders or questions. Positive customer, client, and visitor relations will go a long way to establishing our Agency as a leader in its field.

Ohio Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Sunshine In Home Care and Assistance LLC is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation based on the following protected classes: age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Agency is dedicated to the fulfillment of this policy in regard to all aspects of employment, including, but not limited to, recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Agency will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Agency will take appropriate corrective action, if and where warranted. The Agency prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Supervisor or any other designated member of management.

Policy Against Workplace Harassment

Sunshine In Home Care and Assistance LLC has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's membership in a protected class. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or another person's body;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;

- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Agency or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's membership in a protected class.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, or elsewhere on our premises, in emails or voicemails, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Emily Wei 513-885-1827 (sunshinellc@hotmail.com) or any member of management.

The Agency prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Agency determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Agency may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Agency will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

Wage and Hour Policies

Accommodations for Nursing Mothers

Sunshine In Home Care and Assistance LLC will provide nursing mothers reasonable break time to express milk for their infant child for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from coworkers and the public.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, clock in and out/record the start and end time for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid where permissible by applicable law.

You must make reasonable efforts to not disrupt Agency operations.

You are encouraged to discuss the length and frequency of these breaks with your Supervisor.

The Agency will not discriminate or retaliate against employees who express breast milk in the workplace in accordance with this policy.

The Agency is not required to provide the above benefits if doing so would impose an undue hardship on the Agency.

Meal and Rest Periods

Sunshine In Home Care and Assistance LLC strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Supervisor regarding procedures and schedules for rest and meal breaks. The Agency requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Supervisor know; in addition, notify your Supervisor as soon as possible if you were unable to or prohibited from taking a meal or rest period.

Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Supervisor.

At certain times Sunshine In Home Care and Assistance LLC may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

Pay Period

At Sunshine In Home Care and Assistance LLC, the standard pay period is biweekly for all employees. Pay dates are every other Friday. If a pay date falls on a holiday, you will be paid on the preceding workday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your Supervisor if this type of date arises.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your Supervisor immediately.

General Policies

Access to Personnel and Medical Records Files

Sunshine In Home Care and Assistance LLC maintains separate medical records files and personnel files for all employees. Files containing medical records are stored separate and apart from any business-related records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.

Supervisors and others in management may have access to your personnel file for possible employment-related decisions. If you wish to review your personnel or medical records file, you must give the Agency reasonable notice. Inspection must occur in the presence of a Agency representative.

All requests by an outside party for information contained in your personnel file will be directed to the Human Resources, which is the only department authorized to give out such information.

Benefits

Crime Victim and Witness Leave

Sunshine In Home Care and Assistance LLC realizes that, on occasion, you may have an obligation to participate in criminal legal proceedings either as a witness or because you, or a close family member, was victimized by a criminal act. The Agency provides unpaid leave to attend those proceedings under circumstances described below.

If you are required to attend a criminal proceeding, including a grand jury or juvenile proceeding, either as a witness or as a crime victim (or a close family member or representative of a crime victim), inform your Supervisor as soon as possible to make arrangements for a leave of absence. This includes instances when you have been requested by the prosecutor to participate in the preparation of the criminal case against the suspect.

The Agency may require you to provide proof of your need to attend the proceedings to the extent authorized by law.

Leave under this policy will be unpaid unless otherwise required by applicable law. You may opt to use an available PTO(if you have) in place of unpaid leave.

Any information related to your leave will be kept confidential by the Agency to the extent possible.

This policy does not apply to employees seeking leave because they have committed, or are alleged to have committed, an offense against the Agency or an offense involving them during the course of their employment.

The Agency will not retaliate against employees who request or take leave in accordance with this policy.

Election Official Leave

Sunshine In Home Care and Assistance LLC will provide employees who are precinct election officials with unpaid leave for registration and/or Election Day to perform the duties of their position.

Provide as much notice as possible of your need for leave.

The Agency will not retaliate or discriminate against employees who request or take leave in accordance with this policy.

Emergency Services Leave

If you are a volunteer firefighter or a volunteer provider of emergency medical services, Sunshine In Home Care and Assistance LLC will not discharge, discriminate, or take any other disciplinary action against you for failing to report to work on time or for being absent from work because you were responding to an emergency. Work time missed for responding to an emergency will be unpaid.

You must notify the Agency of your status as a current volunteer firefighter or volunteer provider of emergency medical services, including when your status as such is terminated.

If you intend to become a volunteer firefighter or a volunteer provider of medical services, you must provide written notification to the Agency of your status as a volunteer no later than 30 days after receiving your certification. This notification must be signed by:

- The chief of the volunteer fire department with which you serve; or
- The medical director or chief administrator of the cooperating physician advisory board of the emergency medical organization with which you serve.

If you are going to be late or absent from work because you have responded to an emergency, you must make every effort to notify the Agency. If you are unable to notify the Agency due to the extreme circumstances of the emergency or your inability to contact the Agency, you must provide a written statement from the applicable director or chief explaining why prior notice was not given.

The Agency may also request you provide a written statement from the applicable director or chief verifying the date and time you responded to the emergency.

Jury Duty Leave

Sunshine In Home Care and Assistance LLC encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Supervisor as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty.

The Agency reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Agency will not retaliate against employees who request or take leave in accordance with this policy.

Voting Leave

If your work schedule prevents you from voting on Election Day, Sunshine In Home Care and Assistance LLC will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your Supervisor, consistent with applicable legal requirements.

Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Sunshine In Home Care and Assistance LLC Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Agency has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the Office Manager of the Agency. I also understand that any delay or failure by the Agency to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Agency or affect the right of the Agency to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Agency representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Agency representative) or a collective bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA). This handbook is not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law, or regulation. Furthermore, nothing in this handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), Securities and Exchange Commission (SEC), or any other federal, state, or local agency charged with the enforcement of any laws.

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Sunshine In Home Care and Assistance LLC.

If I have any questions about the content or interpretation of this handbook, I will contact Human Resources.

Signature

Date

Print Name