



# **PCA SERVICES, INC.**

*Farmington, MN • 651-460-4201*

**River Valley PCA Services, Inc.**

**November 2021**

# TABLE of CONTENTS

<b>CORE POLICIES</b> .....	<b>4</b>
1.0 WELCOME .....	4
1.1 A Welcome Policy .....	4
1.2 At-Will Employment .....	4
2.1 About the Company .....	5
2.2 Company Facilities .....	5
2.3 Ethics Code .....	5
2.4 Mission Statement .....	5
2.5 Our Organization .....	5
2.6 Revisions to Handbook .....	5
3.0 HIRING AND ORIENTATION POLICIES .....	6
3.1 Conflicts of Interest .....	6
3.2 Employment of Relatives and Friends .....	6
3.3 Job Descriptions .....	6
3.4 New Hires and Introductory Periods .....	6
3.5 Training Program .....	6
3.6 Employment Authorization Verification .....	7
4.0 WAGE AND HOUR POLICIES .....	7
4.1 Attendance .....	7
4.2 Business Expenses .....	7
4.3 Direct Deposit .....	7
4.4 Introduction to Wage and Hour Policies .....	7
4.5 Job Abandonment .....	7
4.6 Paycheck Deductions .....	8
4.7 Recording Time .....	8
5.0 PERFORMANCE, DISCIPLINE, LAYOFF, AND TERMINATION .....	9
5.1 Criminal Activity/Arrests .....	9
5.2 Exit Interview .....	9
5.3 Open Door/Conflict Resolution Process .....	9
5.4 Outside Employment .....	9
5.5 Pay Raises .....	10
5.6 Performance Improvement .....	10
5.7 Post-Employment References .....	10
5.8 Resignation Policy .....	10
5.9 Standards of Conduct .....	10
5.10 Transfers .....	11
6.0 GENERAL POLICIES .....	12
6.1 Computer Security and Copying of Software .....	12
6.2 Employer-Provided Cell Phones/Mobile Devices .....	12
6.3 Employer Sponsored Social Events .....	12
6.4 Non-solicitation/Non-distribution Policy .....	13
6.5 Off-Duty Use of Employer Property or Premises .....	13
6.6 Personal Appearance .....	13
6.7 Personal Cell Phone/Mobile Device Use .....	14
6.8 Personal Data Changes .....	14
6.9 Security .....	14
6.10 Social Media .....	15
6.11 Third Party Disclosures .....	16
6.12 Use of Company Technology .....	16
6.13 Workplace Privacy and Right to Inspect .....	17
7.0 BENEFITS .....	18
7.1 401(k) Plan .....	18
7.2 Bereavement Leave .....	18
7.3 Dental Insurance .....	18
7.4 Exempt Personnel .....	18
7.5 Health Insurance .....	18
7.6 Holidays .....	19
7.7 Nonexempt Personnel .....	19
7.8 Paid Time Off (PTO) .....	19
7.9 Regular Full-Time Personnel .....	20
7.10 Regular Part-Time Personnel .....	21
7.11 Temporary Personnel .....	21
7.12 Unemployment Compensation Insurance .....	21

7.13	Workers' Compensation Insurance .....	21
7.14	COBRA .....	21
7.15	Family and Medical Leave (FMLA) .....	21
7.16	Military Leave (USERRA) .....	26
8.0	<b>SAFETY AND LOSS PREVENTION .....</b>	<b>26</b>
8.1	Drug and Alcohol Policy .....	26
8.2	General Safety .....	27
8.3	Workplace Violence.....	27
9.0	<b>TRADE SECRETS AND INVENTIONS .....</b>	<b>28</b>
9.1	Confidentiality and Nondisclosure of Trade Secrets.....	28
9.2	Inventions.....	28
10.0	<b>CUSTOMER RELATIONS .....</b>	<b>28</b>
10.1	Customer, Client, and Visitor Relations.....	28
	<b>MINNESOTA POLICIES .....</b>	<b>29</b>
	<b>HIRING AND ORIENTATION POLICIES.....</b>	<b>29</b>
	Disability Accommodation .....	29
	EEO Statement and Non-harassment Policy .....	29
	Religious Accommodation.....	31
	<b>WAGE AND HOUR POLICIES .....</b>	<b>31</b>
	Accommodations for Nursing Mothers .....	31
	Overtime.....	32
	Pay Period.....	32
	Travel Time Pay .....	32
	Wage Disclosure Protection .....	33
	<b>PERFORMANCE, DISCIPLINE, LAYOFF, AND TERMINATION .....</b>	<b>33</b>
	Disciplinary Process .....	33
	<b>GENERAL POLICIES .....</b>	<b>34</b>
	Access to Personnel and Medical Records Files .....	34
	<b>BENEFITS.....</b>	<b>34</b>
	Bone Marrow Donation Leave.....	34
	Jury Duty Leave .....	34
	Leave for Victims of Harassment or Domestic Violence.....	35
	Pregnancy and Parenting Leave .....	35
	School Conference and Activities Leave .....	37
	Sick and Safety Leave.....	37
	Victim and Witness Leave .....	38
	Voting Leave .....	38
	<b>SAFETY AND LOSS PREVENTION .....</b>	<b>38</b>
	Workplace Smoking .....	38
	<b>HOME CARE BILL OF RIGHTS.....</b>	<b>39</b>
	<b>NOTICE OF PRIVACY PRACTICES .....</b>	<b>45</b>
	<b>CLOSING STATEMENT .....</b>	<b>48</b>
	<b>ACKNOWLEDGMENT OF RECEIPT AND REVIEW.....</b>	<b>49</b>

# Core Policies

## 1.0 Welcome

### 1.1 A Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with River Valley PCA Services, Inc. will be rewarding and challenging. We take pride in our employees as well as in the products and services we provide.

The Company complies with all federal and state employment laws, and this handbook generally reflects those laws. The Company 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.

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 Company 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 Jaime Kummer.

We wish you success in your employment here at River Valley PCA Services, Inc.!

All the best,

Jaime Kummer, CEO/Administrator  
River Valley PCA Services, Inc.

### 1.2 At-Will Employment

Your employment with River Valley PCA Services, Inc. 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 Company at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Company 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 CEO/Administrator 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 CEO/Administrator.

If a written contract between you and the Company 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

A 2<sup>nd</sup> generation, family owned business, we strive to serve our clients in our surrounding communities.

### 2.2 Company Facilities

916 8<sup>th</sup> Street Farmington, MN 55024

### 2.3 Ethics Code

River Valley PCA Services, Inc. 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 employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, always consistent with their duty of loyalty to the Company.

We expect that officers, directors, and employees will not knowingly misrepresent the Company and will not speak on behalf of the Company unless specifically authorized. The confidentiality of 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.) about the Company 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 Code of Ethics 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 the violator cooperated in any subsequent investigation.

### 2.4 Mission Statement

We strive to be the premier PCA agency dedicated to, and recognized for our passion and commitment to serve, help, and enhance the quality of life and the well-being of others.

### 2.5 Our Organization

PCA Supervisor / Qualified Professional – Rachel Forsythe, RN [rforsythe@rvhci.com](mailto:rforsythe@rvhci.com)

Human Resources – Karen Lee [klee@rvhci.com](mailto:klee@rvhci.com)

Payroll Specialist – Abbie Ball [aball@rvhci.com](mailto:aball@rvhci.com)

Jaime Kummer – Administrator [jkummer@rvhci.com](mailto:jkummer@rvhci.com)

### 2.6 Revisions to Handbook

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including River Valley PCA Services, Inc. policies and procedures. The handbook is not a contract. The Company 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 contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

## **3.0 Hiring and Orientation Policies**

### **3.1 Conflicts of Interest**

River Valley PCA Services, Inc. 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 Company, you must disclose it to your Supervisor. If an actual or potential conflict of interest is determined to exist, the Company will take such steps as it deems necessary to reduce or eliminate this conflict.

### **3.2 Employment of Relatives and Friends**

Not Applicable.

### **3.3 Job Descriptions**

River Valley PCA Services, Inc. attempts to maintain a job description for each position. If you do not have a current copy of your job description, you should request one from your Supervisor.

Job descriptions prepared by the Company serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, the Company may have to revise, add to, or delete from your job duties per business needs. On occasion, the Company may need to revise job descriptions with or without advance notice to employees.

If you have any questions regarding your job description or the scope of your duties, please speak with your Supervisor.

### **3.4 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 River Valley PCA Services, Inc., 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. Your introductory period with the Company can be shortened or lengthened as deemed appropriate by management and Human Resources. 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.

### **3.5 Training Program**

In most cases, and for most departments, training employees is done on an individual basis by the department manager. Even if you have had previous experience in the specified functions of your job duties, it is necessary for you to learn our specific procedures, as well as the responsibilities of the specific position. If you ever feel you require additional training, consult your Supervisor.

### **3.6 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 River Valley PCA Services, Inc. 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 period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

## **4.0 Wage and Hour Policies**

### **4.1 Attendance**

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your Supervisor. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.

River Valley PCA Services, Inc. reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences where permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

### **4.2 Business Expenses**

Not Applicable.

### **4.3 Direct Deposit**

River Valley PCA Services, Inc. encourages all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask the Payroll Specialist or Human Resources 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 given to you on paydays described in the preceding sections in lieu of a check.

### **4.4 Introduction to Wage and Hour Policies**

At River Valley PCA Services, Inc., pay depends on a wide range of factors, including pay scale surveys, individual effort, and mandated rates. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, speak with your Supervisor.

### **4.5 Job Abandonment**

If you fail to show up for work or fail to call in with an acceptable reason for the absence for a period of three consecutive days, you will be considered to have abandoned your job and voluntarily resigned from River Valley PCA Services, Inc. **Your employment can/will be terminated if no time sheets are submitted for 30 days or more.**

## 4.6 Paycheck Deductions

River Valley PCA Services, Inc. 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, Medicare Employee additional tax, MN withholding, 401K, health insurance, life/dental/vision insurance 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 Company 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 Company will not retaliate against employees who report erroneous deductions in accordance with this policy.

## 4.7 Recording Time

River Valley PCA Services, Inc. is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the Company 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 Company time cards/time sheets. 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 Company 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.

Time sheets are due in the office on Tuesday no later than 4:00 PM, ten (10) days before payday. Time sheets must be completely and correctly filled in to be accepted. Time sheets must include:

1. All necessary signatures
2. The client's first and last name
3. The Client's MHCP number and date of birth
4. The day, month, and year
5. The correct hours worked and include AM or PM
6. Timesheets also require your full name and PCA provider Number

Notify your Supervisor or Administrator of any pay discrepancies, unrecorded or mis-recorded 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 Administrator 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**

River Valley PCA Services, Inc. will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the Company, whether on or off Company 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 Exit Interview**

You may be asked to participate in an exit interview when you leave River Valley PCA Services, Inc. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the Company in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

### **5.3 Open Door/Conflict Resolution Process**

River Valley PCA Services, Inc. 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 workplace 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 Company, management, its employees, vendors, customers, or any other persons or entities related to the Company, 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 that affects the quality or value of your work performance or availability at River Valley PCA Services, Inc. is prohibited. The Company 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 Company 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 Company factors, efforts will be made to give pay raises consistent with River Valley PCA Services, Inc. profitability, job performance, and the consumer price index. The Company may also make individual pay raises based on merit or due to a change of job position.

## **5.6 Performance Improvement**

River Valley PCA Services, Inc. will make efforts to periodically review your work performance. The performance improvement process will take place annually, or as business needs dictate. You may specifically request that your Supervisor assist you in developing a performance improvement plan at any time.

The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors, only one of which is job performance.

## **5.7 Post-Employment References**

River Valley PCA Services, Inc. policy is to confirm dates of employment and job title only. With written authorization, the Company will confirm compensation. Forward any requests for employment verification to Human Resources.

## **5.8 Resignation Policy**

River Valley PCA Services, Inc. hopes that your employment with the Company will be a mutually rewarding experience; however, the Company acknowledges that varying circumstances can cause you to resign employment. The Company intends to handle any resignation in a professional manner with minimal disruption to the workplace.

### Notice

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

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

### Final Pay

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

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

## **5.9 Standards of Conduct**

River Valley PCA Services, Inc. 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 Company property (including in Company vehicles), or on Company 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 Company 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 Company 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 Company trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Company 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 non-designated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on Company premises during working hours.
- Failure to dress according to Company 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 Company.
- Gambling on Company premises.
- Lending keys or keycards to Company 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.

## **5.10 Transfers**

River Valley PCA Services, Inc. may transfer your employment from one position to another with or without notice, as required by production or service needs, or upon request by you and with management approval. Transfers more than 90 days may be considered final and your paycheck may be increased or decreased consistent with the pay scale for your new position.

## **6.0 General Policies**

### **6.1 Computer Security and Copying of Software**

Software programs purchased and provided by River Valley PCA Services, Inc. are to be used only for creating, researching, and processing materials for Company use. By using Company hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable Company policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the Company, or developed by Company employees or contract personnel on behalf of the Company, is and will be deemed Company property. It is the policy of the Company to respect all computer software rights and to adhere to the terms of all software licenses to which the Company is a party. The Administrator 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 Company 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 Company must be purchased through Administrator.

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 by the Company.

### **6.2 Employer-Provided Cell Phones/Mobile Devices**

River Valley PCA Services, Inc. may issue certain employees a Company cell phone/mobile device for work-related communications and/or operations. If you drive a vehicle during your employment, you may not use any cell phone/mobile device or other communication device while driving unless the device is equipped or configured with a "hands-free" listening/speaking option, and you in fact utilize the hands-free device.

We understand that you may use the cell phone/mobile device for personal use; however, such personal use should not exceed the plan allowance. When the cell phone/mobile device is used for personal reasons and the activity results in additional cost to the Company, you are responsible for the cost of that usage, including all applicable taxes unless prohibited by law.

The Company owns and remains entitled to all cell phone/mobile devices issued to employees, including all passwords controlling access to them. You may not change those passwords except with permission. At the time of employment termination, all such equipment and passwords must be returned to the Company in operable condition.

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

### **6.3 Employer Sponsored Social Events**

River Valley PCA Services, Inc. holds periodic social events for employees. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by a Supervisor prior to the event.

Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi or appoint a designated driver.

## **6.4 Non-solicitation/Non-distribution Policy**

To avoid disruption of business operations or disturbance of employees, visitors, and others, River Valley PCA Services, Inc. has implemented a Non-solicitation/Non-distribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Non-solicitation/Non-distribution Policy.

You are prohibited from soliciting other employees during your assigned working time. For this purpose, working time means time during which either you or the employees who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other employees are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunchrooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and non-harassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to your Supervisor.

## **6.5 Off-Duty Use of Employer Property or Premises**

You may not use River Valley PCA Services, Inc. property for personal use during working time. You are responsible for returning Company property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes use of copy machines, computers, Company products, or office supplies for personal use without prior authorization.

It is Company policy to control off duty and nonworking hour use of Company facilities either for business or personal reasons. You are prohibited from using Company facilities during off duty or nonworking hours without the written consent of your Supervisor. If you use Company facilities during your off-duty hours or Company off-hours, you may be required to sign a log-in and log-out sheet maintained by the Company or building manager.

## **6.6 Personal Appearance**

Your personal appearance reflects on the reputation, integrity, and public image of River Valley PCA Services, Inc.. 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 Company, 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 Company. 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.

## **6.7 Personal Cell Phone/Mobile Device Use**

While River Valley PCA Services, Inc. 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 Company 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 Company policies regarding the protection of confidential and proprietary information when using personal devices.

While operating a vehicle on work time, the Company 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 follows applicable state laws.

You may connect your personal device to the Company Wi-Fi network or to Company equipment (computers, printers, etc.). Streaming should be kept to a minimum unless necessary for a job specific task; if streaming is causing degradation of internet performance it will need to be terminated.

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 Human Resources. The use of personal devices is limited to certain employees and may be limited based on compatibility of technology.

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.

## **6.8 Personal Data Changes**

It is your obligation to provide River Valley PCA Services, Inc. with your current contact information, including current mailing address and telephone number. Inform the Company of any changes to your marital or 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 Human Resources.

## **6.9 Security**

All employees are responsible for helping to make River Valley PCA Services, Inc. a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work

area and report any lost or stolen keys, passes, or similar devices to your Supervisor immediately. Refrain from discussing specifics regarding Company security systems, alarms, passwords, etc. with those outside of the Company.

Immediately advise your Supervisor of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the Company. Safety and security is the responsibility of all employees and we rely on you to help us keep our premises secure.

## 6.10 Social Media

At River Valley PCA Services, Inc., we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the Company, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all employees who work for the Company.

### Guidelines

For purposes of this policy, **social media** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the Company, as well as any other form of electronic communication.

Company principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employees of the Company.

### Know and Follow the Rules

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

### Be Respectful

The Company cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment based on race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or Company policy. Your personal posts and social media activity should not reflect upon or refer to the Company.

### Maintain Accuracy and Confidentiality

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, 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 Company.
- Do not create a link from your personal blog, website, or other social networking site to a Company website that identifies you as speaking on behalf of the Company.

- Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, do not represent yourself as speaking on behalf of the Company. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

### Using Social Media at Work

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

### Media Contacts

If you are not authorized to speak on behalf of the Company, do not speak to the media on behalf of the Company. Direct all media inquiries for official Company responses to Human Resources.

### Retaliation and Your Rights

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent employees from communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. All employees have the right to engage in or refrain from such activities.

## **6.11 Third Party Disclosures**

From time to time, River Valley PCA Services, Inc. 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 Company and should refer any call requesting the position of the Company to Administrator. If you have any questions about this policy or are not certain what to do when such a contact is made, contact Administrator.

## **6.12 Use of Company Technology**

This policy is intended to provide River Valley PCA Services, Inc. employees with the guidelines associated with the use of the Company 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 Company, and all use of such resources and systems when accessed using your own devices, including but not limited to:

Items, such as:

- 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

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

All content maintained in Company IT resources and communications systems are the property of the Company. 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 Company electronic information and communications systems.

The Company reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over Company 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 Company will exercise this right periodically, without prior notice and without prior consent.

The interests of the Company in monitoring and intercepting data include, but are not limited to: protection of Company 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 Company IT resources and communications systems.

Do not use Company 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 Company will also advise law enforcement officials of any illegal conduct.

## **6.13 Workplace Privacy and Right to Inspect**

River Valley PCA Services, Inc. property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the Company 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 Company premises including that kept in lockers and desks.

## 7.0 Benefits

### 7.1 401(k) Plan

Eligible employees (21 years of age and 1 year of service) may participate in the River Valley PCA Services, Inc. 401(k) plan. The Company provides for employee pre-tax deferral contributions and after tax Roth contributions. In addition, we will make a Safe Harbor matching contribution equal to 100% of salary deferrals that do not exceed 4% of your annual compensation. Refer to your Summary Plan Description (SPD) for specifics.

Contact Administrator to find out if you are eligible to participate in the Company 401(k) plan. The Company is required to let you know if you are eligible, an email will be sent the month prior to eligible entry into the plan.

This benefit, as well as other benefits, may be canceled or changed at the discretion of the Company, unless otherwise required by law.

### 7.2 Bereavement Leave

River Valley PCA Services, Inc. recognizes the importance of taking leave when there is a death in the family. Bereavement leave is not required by law, the Company will provide bereavement leave as follows:

Full-time employees are eligible to use accrued but unused vacation or sick time for up to 3 days.

Part-time employees are eligible to use accrued but unused vacation or sick time up to 1 day.

Additional unpaid time off may be granted at the discretion of the Company on a case-by-case basis.

For purposes of this policy, ***immediate family member*** includes the following and applies to the family of the employee: 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 far in advance as possible. The Company may require documentation supporting your need for bereavement leave.

### 7.3 Dental Insurance

All employees working 20 hours or more, who have completed 90 days of employment at River Valley PCA Services, Inc. may purchase Dental plan benefits as described in detail in the Summary Plan Description (SPD).

### 7.4 Exempt Personnel

If you are classified as exempt at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are exempt or nonexempt, contact your Supervisor for clarification.

### 7.5 Health Insurance

River Valley PCA Services, Inc. offers group health insurance benefits to all eligible full-time employees who have completed (90) days of employment and their eligible dependents. Health plan benefits are described in detail in the Summary Plan Description (SPD), which may be obtained from the Administrator.

Benefits may be canceled or changed at the discretion of the Company, unless otherwise prohibited by law.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the right to continue your health benefits under federal or state law. In such event, the Company will provide you with information about your rights to continue your benefits coverage.

## 7.6 Holidays

River Valley PCA Services, Inc.:

1. PCA Traditional – not applicable
2. PCA Choice – as mandated by MN DHS

## 7.7 Nonexempt Personnel

If you are classified as nonexempt at the time of your hiring, you will be eligible for minimum wage and overtime pay in accordance with federal, state, and local laws. If you have a question regarding whether you are exempt or nonexempt, contact your Supervisor for clarification.

## 7.8 Paid Time Off (PTO)

River Valley PCA Services, Inc. provides employees with paid time off (PTO), split into 2 categories: sick and vacation. Qualifying reasons for sick pay may include illness, injury, or health condition; preventative medical care; medical diagnosis, care, or treatment of physical or mental illness; care for a family member who is ill or injured.

Eligibility

Upon hire, all employees are eligible to begin accruing sick and vacation time per schedule below.

### Deposits Into Your Leave Account

Sick and vacation time for PCA Traditional accrues according to the following:

#### **Sick time will accrue at the following rate:**

If you work a minimum of: **80hrs/pay period**, you will accrue @ **0.77hrs/pay period**

If you work a minimum of: **72hrs/pay period**, you will accrue @ **0.69hrs/pay period**

If you work a minimum of: **64hrs/pay period**, you will accrue @ **0.62hrs/pay period**

If you work a minimum of: **56hrs/pay period**, you will accrue @ **0.54hrs/pay period**

If you work a minimum of: **48hrs/pay period**, you will accrue @ **0.46hrs/pay period**

#### **Vacation time will accrue at the following rate:**

If you work a minimum of: **80hrs/pay period**, you will accrue @ **1.54hrs/pay period**

If you work a minimum of: **72hrs/pay period**, you will accrue @ **1.38hrs/pay period**

If you work a minimum of: **64hrs**/pay period, you will accrue @ **1.23hrs**/pay period

If you work a minimum of: **56hrs**/pay period, you will accrue @ **1.08hrs**/pay period

If you work a minimum of: **48hrs**/pay period, you will accrue @ **0.92hrs**/pay period

If you work a minimum of: **40hrs**/pay period, you will accrue @ **.077hrs**/pay period

**PCA CHOICE** – as mandated by MN DHS.

Once you reach the maximum accrual amount, you will not accrue any additional sick and vacation time until you use some of the accrued but unused sick and vacation time and the amount falls below the maximum accrual amount. You will not receive retroactive credit for any period of time in which you did not accrue sick or vacation time because you accrued the maximum amount.

Leave Usage and Requests for Leave

Company encourages you to use your vacation time. You are eligible to begin using vacation time after 90 day probationary period.

You must request vacation time from your Supervisor as far in advance as possible, but at least 30 days in advance. The Company will generally grant requests for vacation when possible, taking business needs into consideration. When multiple employees request the same time off, their length of employment/seniority may determine priority in scheduling vacation times. You must take vacation time in increments of at least 1 of hour.

During a Leave of Absence

Company may require you to use any unused sick and/or vacation time during disability or family medical leave, or any other leave of absence, where permissible under local, state, and federal law.

You will not accrue sick or vacation time during unpaid leaves of absence, or other periods of inactive service, unless sick or vacation time accrual is required by applicable federal, state, or local law.

Carryover

Unused sick time can be carried over to the following year, up to 20 hours. Annual adjustment will occur after the 1<sup>st</sup> paycheck of the New Year. Unused vacation time can be carried over to the following year, up to 40 hours. Annual adjustment will occur after the 1<sup>st</sup> paycheck of the New Year.

Separation of Employment

Upon separation of employment for any reason, you will forfeit any earned but unused sick time, vacation time will be paid out for earned but unused vacation time if resignation was received according to the handbook.

**7.9 Regular Full-Time Personnel**

Regular full-time employees are those who have completed their introductory period and are regularly scheduled to work more than 32 hours per week. Unless stated otherwise or specifically permitted by law, all the benefits provided to employees at River Valley PCA Services, Inc. are for regular full-time employees only. This includes vacation, holiday pay, health insurance, and other benefits coverage.

## **7.10 Regular Part-Time Personnel**

All employees who work fewer than 32 hours per week are considered part time. Part-time employees are not eligible for River Valley PCA Services, Inc. benefits unless specified otherwise in this handbook, in the benefit plan summaries, or specifically permitted by law.

## **7.11 Temporary Personnel**

Temporary employees are hired for a specific period or specific work project, not to exceed 6 months in duration. River Valley PCA Services, Inc. reserves the right to extend the duration of temporary employment where necessary. Temporary employees are not eligible for benefits unless specified otherwise in this handbook or in the benefit plan summaries, or specifically permitted by law.

## **7.12 Unemployment Compensation Insurance**

Unemployment compensation insurance is paid for by River Valley PCA Services, Inc. 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 Company.

## **7.13 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 River Valley PCA Services, Inc., 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.

## **7.14 COBRA**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible River Valley PCA Services, Inc. employees and their beneficiaries to continue health insurance coverage under the Company 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.

## **7.15 Family and Medical Leave (FMLA)**

In accordance with the Family and Medical Leave Act of 1993 (FMLA), River Valley PCA Services, Inc. provides up to 12 or 26 weeks of unpaid, job-protected leave in a 12-month period to covered employees in certain circumstances.

### Eligibility

To qualify for FMLA leave, you must:

1. Have worked for the Company for at least 12 months, although it need not be consecutive;
2. Worked at least 1,250 hours in the last 12 months; and
3. Be employed at a worksite that has 50 or more employees within 75 miles.

### Leave Entitlement

You may take up to 12 weeks of unpaid FMLA leave in a 12-month period for any of the following reasons:

- The birth of a child and in order to care for that child (leave must be completed within one year of the child's birth);
- The placement of a child with you for adoption or foster care and in order to care for the newly placed child (leave must be completed within one year of the child's placement);
- To care for a spouse, child, or parent with a serious health condition;
- To care for your own serious health condition, which makes you unable to perform any of the essential functions of your position; or
- A qualifying exigency of a spouse, child, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

The 12-month period is **A "rolling" 12-month period measured backward.**

You may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, child, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service.

As used in the policy:

- **Spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage took place.
- **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability at the time FMLA leave is to commence. A child for the purposes of military exigency or military care leave can be of any age.
- **Parent** means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to you when you were a child.
- **Next of kin** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts, and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual will be the only next of kin. In appropriate circumstances, you may be required to provide documentation of next of kin status.
- **Serious health condition** means an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, ear aches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions that may qualify, contact Human Resources.
- **Health care provider** means a medical doctor or doctor of osteopathy, physician assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.
- **Qualifying exigencies** for military exigency leave include:

- Short-notice call-ups/deployments of seven days or less (**Note:** Leave for this exigency is available for up to seven days beginning the date of call-up notice);
  - Attending official ceremonies, programs, or military events;
  - Special child care needs created by a military call-up including making alternative child care arrangements, handling urgent and nonroutine child care situations, arranging for school transfers, or attending school or daycare meetings;
  - Making financial and legal arrangements;
  - Attending counseling sessions for yourself, the military service member, or the military service members' son or daughter who is under 18 years of age or is 18 or older but incapable of self-care because of a mental or physical disability;
  - Rest and recuperation (**Note:** Fifteen days of leave is available for this exigency per event);
  - Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (**Note:** Leave for these events are available for 90 days following the termination of active duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty;
  - Parental care when the military family member is needed to care for a parent who is incapable of self-care (such as arranging for alternative care or transfer to a care facility); and
  - Other exigencies that arise that are agreed to by both the Company and you.
- A **serious injury/illness** incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

#### Notice and Leave Request Process

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not possible, give notice as soon as practicable (within one or two business days of learning of your need for leave). Failure to provide appropriate notice may result in the delay or denial of leave.

In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to planned medical treatment or a series of treatments for yourself, a family member, or covered service member, you must consult with the Company first regarding the dates of this treatment to work out a schedule that best suits your needs or the needs of the covered military member, if applicable, and the Company.

If the need for leave is unforeseeable, provide notice as soon as possible. Normal call-in procedures apply to all absences from work, including those for which leave under this policy may be requested. Failure to provide appropriate notice may result in the delay or denial of leave.

Contact Human Resources or Administrator for required forms.

#### Certification of Need for Leave

If you are requesting leave because of your own or a covered relative's serious health condition, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification forms from [[Human Resources]]. When you request leave, the Company will notify you of the requirement for medical certification and when it is due (at least 15 days after you request leave). If you provide at least 30 days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

At our expense, the Company may require an examination by a second health care provider designated by us. If the second health care provider's opinion conflicts with the original medical certification, we, at our expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. Subsequent medical recertification may also be required. Failure to provide requested certification within 15 days, when practicable, may result in delay of further leave until it is provided.

The Company also reserves the right to require certification from a covered military member's health care provider if you are requesting military caregiver leave and certification in connection with military exigency leave.

#### Call-In Procedures

In all instances of absence, the call-in procedures and standards established for giving notice of absence from work must be followed.

#### Leave Increments

#### Intermittent Leave

If medically necessary, FMLA leave for a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday). FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

As FMLA leave is unpaid, the Company will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave that is foreseeable due to planned medical treatments, the Company may temporarily transfer you to an available alternative position that better accommodates your leave schedule and has equivalent pay and benefits.

#### Parental Leave

Leave for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental leave must be completed within 12 months of the birth or placement of the child; however, you may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

#### Family Care, Personal Medical, Military Exigency, and Military Care Leave

Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced-schedule basis.

#### Paid Leave Utilization During FMLA Leave

FMLA leave is unpaid. If you are taking parental, family care, military exigency, and/or military care leave, you must utilize available vacation/PTO, personal days, and/or family illness days during this leave. If you are taking personal medical leave, you must utilize available sick, personal, and vacation/PTO days during this leave. If you are receiving short- or long-term disability or workers' compensation benefits during a personal medical leave, you will not be required to utilize these benefits. However, you may elect to utilize accrued benefits to supplement these benefits.

#### Fitness for Duty Requirements

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of medical leave, to provide medical certification that you are fit to resume work. You will not be permitted to resume work until it is provided.

#### Health Insurance

Your health insurance coverage will be maintained by the Company during leave on the same basis as if you were still working. You must continue to make timely payments of your share of the premiums for such



coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. If this occurs, you will be notified 15 days before the date coverage will lapse that coverage will terminate unless payments are promptly made.

Alternatively, at our option, the Company may pay your share of the premiums during the leave and recover the costs of this insurance upon your return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if you do not return to work at the end of leave, the Company may require reimbursement for the health insurance premiums paid during the leave.

#### Reinstatement

Upon returning to work at the end of leave, you will generally be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken.

#### Spouse Aggregation

If you and your spouse are both employed by the Company, the total number of weeks to which you are both entitled in the aggregate because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, spouses employed by the Company will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed for your own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

#### Failure to Return

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment. The Company is not required to grant requests for open-ended leaves with no reasonable return date under these policies or as disability accommodations.

#### Alternative Employment

While on 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 Company. 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.

#### Interaction with State and Local Laws

Where state or local family and medical leave laws offer more protections or benefits to employees, the protections or benefits that are more favorable to the employee, as provided by these laws, will apply.

#### Abuse of Leave

If you are found to have provided a false reason for a leave, you will be subject to disciplinary action up to and including termination.

#### Designation of Leave

If the Company becomes aware of any qualifying reason for FMLA leave, the Company will designate it as such. An employee may not refuse FMLA designation under this policy.

#### Retaliation

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

## 7.16 Military Leave (USERRA)

River Valley PCA Services, Inc. complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid 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 [[Human Resources]]. 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 [[Human Resources]].

## 8.0 Safety and Loss Prevention

### 8.1 Drug and Alcohol Policy

River Valley PCA Services, Inc. is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Company 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 Company expressly prohibits employees from engaging in the following activities when they are on duty or conducting Company business or on Company premises (whether 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 Company 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 Company 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 Company 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.

## **8.2 General Safety**

It is the responsibility of all River Valley PCA Services, Inc. employees to maintain a healthy and safe work environment, report any health or safety hazards, and follow the Company health and safety rules. Failure to do so may result in disciplinary action, up to and including termination of employment. The Company 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.

## **8.3 Workplace Violence**

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of River Valley PCA Services, Inc., 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 Company 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 Company property or while performing Company 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 or Administrator, 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 Administrator.

## **9.0 Trade Secrets and Inventions**

### **9.1 Confidentiality and Nondisclosure of Trade Secrets**

As a condition of employment, River Valley PCA Services, Inc. employees are required to protect the confidentiality of Company 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 Company. 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 Human Resources or Administrator.

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

### **9.2 Inventions**

Any invention created, in whole or in part, during your work hours, or from the use of equipment or facilities belonging to River Valley PCA Services, Inc., is a "work for hire" and is the property of the Company.

If you intend to develop and maintain property rights to any invention that relates in any way to products or services of the Company, you are required to obtain a written waiver of this policy, signed by both you and Administrator.

## **10.0 Customer Relations**

### **10.1 Customer, Client, and Visitor Relations**

River Valley PCA Services, Inc. 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 Company as a leader in its field.

# Minnesota Policies

## Hiring and Orientation Policies

### Disability Accommodation

River Valley PCA Services, Inc. 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 Company 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:

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

After receiving your request, the Company 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 Company in connection with a request for accommodation will be treated as confidential.

The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company 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 Company.

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

### EEO Statement and Non-harassment Policy

#### Equal Opportunity Statement

River Valley PCA Services, Inc. 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 because of race, color, creed, religion, national origin, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, or related conditions), marital status, disability, public assistance, age, and familial status, genetic information, local commissions activity, veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company 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 Company 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 Company will take appropriate corrective action, if and where warranted. The Company 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

River Valley PCA Services, Inc. has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon race, color, creed, religion, national origin, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, or related conditions), marital status, disability, public assistance, age, and familial status, genetic information, local commissions activity, veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. 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 the body of another;
- 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 Company 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 towards an individual based upon race, color, creed, religion, national origin, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, or related conditions), marital status, disability, public assistance, age, and familial status, genetic information, local commissions activity, veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

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 towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards 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 Karen Lee, Human Resources, 651-460-4201, klee@rvhci.com or any member of management.

The Company 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 Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

### **Religious Accommodation**

River Valley PCA Services, Inc. is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from the Company dress code or the individual's schedule, basic job duties, or other aspects of employment. The Company will consider the request, but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation. At no time will the Company question the validity of a person's belief.

If you require a religious accommodation, speak with your Supervisor or Human Resources.

### **Wage and Hour Policies**

#### **Accommodations for Nursing Mothers**

River Valley PCA Services, Inc. will provide nursing mothers reasonable unpaid break time to express milk for their infant child(ren) for up to one year following the child's birth.

If you are nursing, the Company will make reasonable efforts to provide you a private room, other than a restroom, to express milk. The room will be in close proximity to the work area, shielded from view and free from intrusion from co-workers and the public, clearly designated and either have a lock or a sign on the door to indicate when the room is in use, and will have access to an electrical outlet.

Expressed milk can be stored in company refrigerators, refrigerators provided in the lactation room or other location, in a personal cooler. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator.

The break time must, if possible, run concurrently with any break time already provided. You are encouraged to discuss the length and frequency of these breaks with your Supervisor.

## **Meal and Rest Periods**

River Valley PCA Services, Inc. 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 Company 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 River Valley PCA Services, Inc. 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 River Valley PCA Services, Inc., the standard pay period is biweekly for all employees. Pay dates are every other Friday, these are defined on the annual payroll calendar. 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.

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

## **Travel Time Pay**

Some nonexempt positions within River Valley PCA Services, Inc. require travel. The Company pays nonexempt employees for travel time in accordance with federal and state law. For purposes of this policy, the regular workday is 8:00 – 4:30 (Monday – Friday), etc.

### *Home to Work Travel*

If you travel from home before the regular workday and return to your home at the end of the workday, you are engaged in ordinary home to work travel, which is not work time.

### *Home to Work on a Special One Day Assignment in Another City*



If you regularly work at a fixed location in one city and you are given a special one day assignment in another city, but return home the same day, the time spent in traveling to and returning from the other city is work time, except that the Company may deduct/not count that time you would normally spend commuting to the regular work site.

#### Travel That Is All in a Day's Work

Your time spent in travel as part of your principal activity, such as travel from job site to job site during the workday, is work time and must be counted as hours worked.

#### Travel Away from Home Community

Travel that keeps you away from home overnight is travel away from home. Travel away from home is clearly work time when it cuts across your workday. The time is not only hours worked on regular working days during normal working hours but also during corresponding hours on nonworking days. The Company will not consider as work time that time spent in travel away from home outside of your regular working hours as a passenger on an airplane, train, boat, bus, or automobile.

#### Work Performed While Traveling

Any work you perform while traveling must be counted as hours worked.

#### Calculating and Reporting Travel Time

You are responsible for accurately tracking, calculating, and reporting your travel time. Travel time should be calculated by rounding up to the nearest quarter hour.

### **Wage Disclosure Protection**

Notice to employees — Under the Minnesota Wage Disclosure Protection law, you have the right to tell any person the amount of your own wages. Your employer cannot retaliate against you for disclosing your own wages or discussing another employee's wages which have been disclosed voluntarily. Your remedies under the Wage Disclosure Protection law are to bring a civil action against your employer and/or file a complaint with the Minnesota Department of Labor and Industry at (651) 284-5070 or (800) 342-5354.

### **Performance, Discipline, Layoff, and Termination**

#### **Disciplinary Process**

Violation of River Valley PCA Services, Inc. policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company 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.

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 Company is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

## **General Policies**

### **Access to Personnel and Medical Records Files**

River Valley PCA Services, Inc. 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 Company reasonable notice. Inspection must occur in the presence of a Company 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**

### **Bone Marrow Donation Leave**

River Valley PCA Services, Inc. will provide eligible employees with up to 40 hours of paid leave to undergo medical procedures to donate bone marrow.

#### Eligibility

To be eligible for bone marrow donation leave, you must work at least 20 hours per week.

#### Notice and Documentation

To obtain leave under this policy you must provide reasonable notice of the need for leave and submit verification from a physician detailing the purpose and length of the leave requested. If there is a medical determination that you do not qualify as a donor, the paid leave of absence provided to you prior to that medical determination will not be forfeited.

#### Retaliation

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

### **Jury Duty Leave**

River Valley PCA Services, Inc. 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. You may opt to use vacation in place of unpaid leave.

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

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

## Leave for Victims of Harassment or Domestic Violence

River Valley PCA Services, Inc. will provide employees who are victims of harassment or domestic abuse, or whose family or household member is the victim of domestic abuse, with reasonable time off for certain qualifying reasons.

### Eligibility

All employees are eligible for this leave.

### Leave Usage

Leave may be taken for the following reasons:

- In the case of harassment, to obtain a restraining order against the harasser; or
- In the case of domestic abuse, to obtain an order of protection for yourself or your family or household member.

**Family or household member** means your spouse or former spouse, your parents and children, a person related to you by blood, a person who currently resides with you or has resided with you in the past, a person with whom you have a child in common, regardless of whether you were married or lived together, or any person with whom you are involved in a significant romantic or sexual relationship. In addition, this term refers to a man and woman if the woman is pregnant and the man is alleged to be the father, regardless of whether they have been married or have lived together at any time.

### Notice

Except in the case of imminent danger to your health and safety or that of your family or household member, you must provide at least 48 hours' advance notice of your need for leave. You may be required to provide documentation showing evidence of your need for leave.

### Compensation

Leave under this policy is unpaid; however, you may substitute any applicable paid leave for all or a portion of your unpaid leave.

### Confidentiality

Information about your request for leave will be kept confidential, except as required by federal or state law or as necessary to protect your safety in the workplace.

### Retaliation

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

## Pregnancy and Parenting Leave

River Valley PCA Services, Inc. provides eligible employees with up to 12 weeks total of unpaid pregnancy or parenting leave in accordance with the Minnesota Pregnancy and Parenting Leave Act (MPPLA).

### Eligibility

To be eligible for pregnancy and parenting leave, you must:

- Have worked for the Company for at least 12 months before requesting leave; and

- Work an average number of hours per week equal to at least one-half the full-time equivalent position in your job classification, as defined by Company personnel policies or practices or pursuant to the provisions of a collective-bargaining agreement, during the 12-month period immediately preceding the leave.

### Use of Leave

MPPLA leave is available to biological or adoptive parents in conjunction with the birth or adoption of a child. A **child** is a person under the age of 18 or is under the age of 20 but still attending a secondary school. Leave must start within 12 months of the birth or adoption; however, if the child remains in the hospital longer than the mother, leave must begin within 12 months after the child leaves the hospital (parenting leave).

MPPLA leave is also available to eligible female employees for prenatal care or for incapacity due to pregnancy, childbirth, or related health conditions and will begin at the time you request (pregnancy leave).

### Interaction with FMLA

MPPLA leave and FMLA leave run concurrently, which means the leave provided by each individual law will count against your entitlement under both laws. However, if you take FMLA leave for unrelated reasons (such as a back injury not caused by pregnancy), you will still be entitled to 12 weeks of leave for pregnancy-related illness and parental leave.

### Return to Work

After leave, you will be returned to your former position or to a position of comparable duties, number of hours, and pay. However, if during such leave the Company experiences a layoff and you would have lost your job had you not been on leave, you will not be reinstated. In this situation, you will retain all rights under the Company layoff and recall system.

Upon agreement with the Company, you may return to work part time during the leave period without forfeiting the right to return to employment at the end of the leave period.

### Notice

You must provide reasonable advance notice of the dates leave will begin and the estimated amount of leave that will be taken. If the leave is for more than one month, you must notify your Supervisor at least two weeks prior to returning from such leave.

### Substitution of Paid Leave

The amount of MPPLA leave will be reduced by any paid leave provided by the Company, including disability, personal, medical, or sick leave, or accrued vacation time, so the total leave (MPPLA leave plus paid leave) is not more than 12 weeks.

### Benefits

The Company will continue to provide insurance coverage under any group insurance policy, group subscriber contract, or health care plan to you and your dependents as if you were not on leave. However, during the leave period, you will be required to pay the full cost of coverage, including any contributions formerly paid by the Company when you were not on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for you and your family.

### Abuse of Leave

If you are found to have provided a false reason for a leave, you will be subject to disciplinary action up to and including termination.

### Retaliation

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

### **School Conference and Activities Leave**

If eligible, River Valley PCA Services, Inc. will provide you with up to 16 hours of unpaid leave in a 12-month period to attend school conferences or activities related to your child if those conferences or activities cannot be scheduled outside your regular work hours. If your child receives child care services or attends a prekindergarten regular or special education program, you may use this leave time to attend a conference or activity related to your child, or to observe and monitor the services or program, provided the conference, activity, or observation cannot be scheduled outside your regular work hours.

To be eligible for leave you must have worked an average number of hours per week equal to one-half the full-time equivalent position in your job classification during the 12-month period immediately preceding the leave.

If leave cannot be scheduled outside your regular work hours and the need for the leave is foreseeable, you must provide reasonable prior notice and make a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the Company.

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

### **Sick and Safety Leave**

In accordance with the Minnesota Sick and Safe Leave Act, you may use accrued, available sick leave benefits provided by River Valley PCA Services, Inc. (but not short or long-term disability or other salary continuation benefits) for absences due to the illness or injury of a relative on the same terms that you are able to use sick leave for your own illness or injury. You may also use accrued, available sick leave benefits for the purpose of obtaining assistance because of sexual assault, domestic abuse, or stalking, or providing such assistance to a relative (Safety Leave).

#### Covered Relatives

Covered relatives include a minor child (age 18 and under or age 20 and under and still in secondary school); adult child; spouse, including a same-sex spouse; sibling; parent, stepparent, or parent-in-law; grandparent; and grandchild. For purposes of this policy, "child" or "grandchild" also includes a step, biological, adopted, or foster child or grandchild.

#### Limits of Time Off

The use of sick leave benefits for Safety Leave and for absences due to an illness or injury of an adult child, spouse, sibling, parent, stepparent, parent-in-law, grandchild, or grandparent is limited to 160 hours in any 12-month period. This restriction does not apply to absences due to the illness or injury of a minor child.

#### Reinstatement

Upon return from leave, you will be reinstated to the same position and pay (including any automatic adjustments that occurred during the leave period) or to a position of comparable duties, hours, and pay.

### Retaliation

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

## **Victim and Witness Leave**

River Valley PCA Services, Inc. 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 Company provides unpaid leave to attend those proceedings under circumstances described below.

If you are required to attend a criminal proceeding either as a witness or as a crime victim (or a close family member of a crime victim), you must provide at least 48 hours' advance notice to your Supervisor to make arrangements for a leave of absence. If it is impractical or an emergency prevents you from providing advance notice, provide notification as soon as possible.

The Company reserves the right to require employees to provide proof of the need for leave to the extent authorized by law.

Leave under this policy is unpaid. You may opt to use vacation in place of unpaid leave.

Any information related to your leave will be kept confidential by the Company.

This policy does not apply to employees seeking leave because they have committed or are alleged to have committed a criminal act.

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

## **Voting Leave**

River Valley PCA Services, Inc. will allow you a reasonable, paid 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.

## **Safety and Loss Prevention**

### **Workplace Smoking**

River Valley PCA Services, Inc. is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms is prohibited.

# Home Care Bill of Rights

PER MINNESOTA STATUTES, SECTION 144A.44. EXCEPT LANGUAGE IN BOLD PRINT WHICH REPRESENTS ADDITIONAL CONSUMER RIGHTS UNDER FEDERAL LAW.

## Statement of Rights

A client who receives home care services in the community has these rights and the provider must provide the following rights:

\*Client means Patient

\*Provider means Medicare Certified Home Health Agency (HHA)

1. **Written information** in plain language **about rights during the initial visit, and in advance of the provider furnishing care to the client. The written notice must be understandable to persons who have limited English proficiency and accessible to individuals with disabilities**, including what to do if rights are violated
2. **Contact information of the provider's administrator, including the administrator's name, business address, and business phone number in order to receive complaints.**
3. **Verbal notice of the client's rights and responsibilities in the individual's primary or preferred language and in a manner the individual understands, free of charge, with the use of a competent interpreter if necessary.**
4. Receive care and services according to a suitable and up-to-date plan, and subject to accepted health care, medical or nursing standards and person-centered care, to take an active part in developing, modifying, and evaluating the plan and services.
5. Be told before receiving services and the right to **participate in, be informed about, and consent or refuse care in advance of and during treatment, with response to:**
  - Other choices that are available for addressing home care needs and the potential consequences of refusing these services.
  - **Completion of all assessments.**
  - **The care to be furnished, based on the comprehensive assessment.**
  - **Establishing and revising the care plan.**
  - **The disciplines that will furnish care.**
  - **The frequency of visits.**
  - **Expected outcomes of care, including client-identified goals, and anticipated risks and benefits.**
  - **Any factors that could impact treatment effectiveness.**
  - Any changes in the care to be furnished.
6. Be told in advance of any recommended changes by the provider in the service plan and to take an active part in decisions about changes to service plan.
7. **Receive all services outlined in the plan of care.**
8. Refuse service or treatment.
9. Know, before receiving services or during the initial visit, any limits to the services available from a home care provider.
10. Be told, before services are initiated what the provider charges for the services; to what extent payment may be expected from health insurance, public programs or other sources including **Medicare and Medicaid, or any other Federally-funded or Federal aid program known by the provider**, if known; what charges the client may be responsible for paying, and **any changes to payment information as soon as, in advance of the next provider visit.**
11. Know that there may be other services available in the community, including other home care services and providers, and to know where to find information about these services.
12. Choose freely among available providers and to change providers after services have begun, within the limits of health insurance, long-term care insurance, medical assistance or other health programs, or public programs.
13. Have personal, financial, and medical information kept private, and to be advised of the provider's policies and procedures regarding disclosure of such information, **including an Outcome and**

**Assessment Information Set (OASIS) privacy notice for all clients for whom the OASIS data is collected.**

14. Access the client's own records and written information from those records in accordance with the Minnesota Health Records Act, Minnesota Statutes, Section 144.291 to 144.298.
15. Be served by people who are properly trained and competent to perform their duties.
16. Be treated with courtesy and respect, and to have the client's property treated with respect.
17. Be free from verbal, **mental, sexual,** and physical abuse, **including injuries of unknown source,** neglect, financial exploitation/**misappropriation of property,** and all forms of maltreatment covered under the Vulnerable Adults Act and the Maltreatment of Minors Act.
18. Reasonable, advance notice of changes in services or charges, **in advance of a specific service being furnished, if the provider believes that the service may be non-covered care, or in advance of the provider reducing or terminating on-going care.**
19. Know the provider's reason for termination of services.
20. **Be informed of the provider's policies and procedures for transfer and discharge, in a language that the client can understand, and is accessible to individuals with disabilities, within 4 business days of the initial evaluation visit. The provider may only transfer or discharge the client if:**
  - **The transfer or discharge is necessary for the client's welfare because the provider and the physician who is responsible for the plan of care agree that the provider can no longer meet the client's needs, based on the client's acuity. The provider must arrange a safe and appropriate transfer to other care entities when the needs of the client exceed the providers' capabilities.**
  - **The client or payer will no longer pay for the services provided.**
  - **The transfer or discharge is appropriate because the physician who is responsible for the plan of care and the provider agree that the measurable outcomes and goals set forth in the plan of care have been achieved, and the provider and the physician who is responsible for the plan of care agree that the client no longer needs the services.**
  - **The client refuses services, or elects to be transferred or discharged.**
  - **The provider determines, under a policy set by the provider for the purpose of addressing discharge for cause that meets the requirements of this section, that the client (or other persons in the client's home) behavior is disruptive, abusive, or uncooperative to the extent that delivery of care to the client or the ability of the provider to operate effectively is seriously impaired. The provider must do the following before it discharges a client for cause:**
    - **Advise the client, representative (if any), the physician(s) issuing orders for the plan of care, and the client's primary care practitioner or other health care professional who will be responsible for providing care and services to the client after discharge from the provider (if any) that a discharge for cause is being considered.**
    - **Make efforts to resolve the problem(s) presented by the client's behavior, the behavior of other persons in the client's home, or situation.**
    - **Provide the client and representative (if any), with contact information for other agencies or providers who may be able to provide care.**
    - **Document the problem(s) and efforts made to resolve the problem(s), and enter this documentation into its clinical record.**
  - **The client dies; or**
  - **The provider agency ceases to operate.**
21. At least ten calendar days' advance notice of the termination of a service by a home care provider. This clause does not apply in cases where:
  - The client engages in conduct that significantly alters the terms of the service plan with the home care provider;
  - The client, person who lives with the client, or others create an abusive or unsafe work environment for the person providing home care services;
  - An emergency or a significant change in the client's condition has resulted in service needs that exceed the current service plan and that cannot be safely met by the home care provider.
22. A coordinated transfer when there will be a change in the provider of services.



23. Complain to staff and others of the client's choice about services, **treatment or care** provided, or fail to be provided, and the lack of courtesy or respect to the client or the client's property and the right to recommend changes in policies and services, free from retaliation, including the threat of termination of services. **The right to be advised of the MN Adult Abuse Reporting Center (MAARC), that its purpose is to receive complaints and the state toll free home health telephone hot line, its contact information, hours of operation for questions about local providers.**
24. Know how to contact an individual associated with home care provider who is responsible for handling problems and to have the home care provider investigate and attempt to resolve the grievance.
25. Know the name and address and telephone numbers of the state or county agency to contact for additional information or assistance **and, if applicable, federally funded entities that serve the area where the client resides.**
26. Assert these rights personally, or have them asserted by the client's representative or by anyone on behalf of the client, without retaliation, **and be free from any discrimination or reprisal for exercising his or her rights for voicing grievances to the provider or other outside entity.**
27. **Be informed of the right to access auxiliary aids and language services and how to access these services.**
28. Place an electronic monitoring device in the client's or resident's space in compliance with state requirements.

You may choose to discuss any concerns with your provider. As a reminder, providers are required to work to assure your rights and other requirements are followed. When providers violate the rights in this section, they are subject to the fines and license actions.

Providers must do the following:

- Encourage and assist in the fullest possible exercise of these rights.
- Provide the names and telephone numbers of individuals and organizations that provide advocacy and legal services for clients and residents seeking to assert their rights.
- Make every effort to assist clients or residents in obtaining information regarding whether Medicare, medical assistance, other health programs, or public programs will pay for services.
- Make reasonable accommodations for people who have communication disabilities, or those who speak a language other than English.
- Provide all information and notices in plain languages and in terms the client or resident can understand.

No provider may require or request a client or resident to waive any of the rights listed in this section at any time or for any reasons, including as a condition of initiating services or entering into an assisted living contract.

## **Interpretation and Enforcement of Rights**

These rights are established for the benefit of clients who receive home care services. All home care providers must comply with these rights. The commissioner shall enforce this. A home care provider may not request or require a client to surrender any of these rights as a condition of receiving services. This statement of rights does not replace or diminish other rights and liberties that may exist relative to client receiving home care services, persons providing home care services or licensed home care providers.

## **Resources**

You may contact your licensed provider as indicated below:

### **River Valley Home Care Inc.**

**CONTACT:** Rachel Forsythe / Qualified Professional

916 Eighth Street

Farmington, MN 55024

(P) 651-460-4201 (F) 651-460-4208

Email: rforsythe@rvhci.com

**Report suspected abuse, neglect, or financial exploitation of a vulnerable adult:**

MN ADULT ABUSE REPORTING CENTER (MAARC)

(For Complaints)

Phone: 1-844-880-1574

For more information:

[Vulnerable adult protection and elder abuse \(https://mn.gov/dhs/adult-protection/\)](https://mn.gov/dhs/adult-protection/)

For all other complaints that are not suspected abuse, neglect, or financial exploitation of a vulnerable adult, please contact the Office of Health Facility Complaints at the Minnesota Department of Health

MINNESOTA DEPARTMENT OF HEALTH OFFICE OF HEALTH FACILITY COMPLAINTS

Po Box 64970

St. Paul, Minnesota 55164-0970

Phone: 651-201-4201 or 1-800-369-7994

Fax: 651-281-9796

Health.ohfc-complaints@state.mn.us

Office of Health Facility Complaints (<https://www.health.state.mn.us/facilities/regulation/ohfc/index.html>)

STATE TOLL-FREE MEDICARE CERTIFIED HOME HEALTH AGENCY TELEPHONE HOTLINE

For complaints and questions about local HHAs

Business hours: M-F, 8:00 a.m. – 4:30 p.m. – Message can be left 24/7

Minnesota Department of Health

Office of Health Facility Complaints

Phone: 651-201-4201 or 1-800-369-7994

Fax: 651-281-9796

Health.ohfc-complaints@state.mn.us

Office of Health Facility Complaints (<https://www.health.state.mn.us/facilities/regulation/ohfc/index.html>)

**To request advocacy services**, please contact the Office of Ombudsman for Long-Term Care of the Office of Ombudsman for Mental Health and Developmental Disabilities:

**OFFICE OF OMBUDSMAN FOR LONG-TERM CARE**

P O Box 64971

St. Paul, MN 55164-0971

1-800-657-3591 or 651-431-2555

MBA.OOLTC@state.mn.us

Ombudsman for Long-Term Care (<http://www.mnaging.org/Advocate/OLTC.aspx>)

**OFFICE OF OMBUDSMAN FOR MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES**

121 7th Place East

Metro Square Building

St. Paul, MN 55101-2117

1-800-657-3506 or 651-757-1800

Ombudsman.mhdd@state.mn.us

Office of Ombudsman for Mental Health and Developmental Disabilities (<https://mn.gov/omhdd/>)

**MID-MINNESOTA LEGAL AID/MINNESOTA DISABILITY LAW CENTER**

(Protection and Advocacy Systems)

430 First Avenue North, Suite 300

Minneapolis, MN 55401-1780

1-800-292-4150

[mndlc@mylegalaid.org](mailto:mndlc@mylegalaid.org)

[Legal Aid \(http://mylegalaid.org/\)](http://mylegalaid.org/)

**MINNESOTA DEPARTMENT OF HUMAN SERVICES**

(Medicaid Fraud and Abuse-payment issues)

Surveillance and Integrity Review Services

P O Box 64982

St. Paul, MN 55164-0982

1-800-657-3750 or 651-431-2650

[DHS.SIRS@state.mn.us](mailto:DHS.SIRS@state.mn.us)

**SENOIR LINKAGE LINE**

(Aging and Disability Resource Center/Agency on Aging)

Minnesota Board on Aging

P O Box 64976

St. Paul, MN 55155

1-800-333-2433

Senior.linkage@state.mn.us

Senior LinkAge Line (<https://www.seniorlinkageline.com/>)

**CENTERS FOR INDEPENDENT LIVING**

Department of Employment and Economic Development - Living Independently (<https://mn.gov/deed/job-seekers/disabilities/independent>)

See website for names, addresses and telephone numbers.

**MEDICARE BENEFICIARY AND FAMILY CENTERED CARE QUALITY IMPROVEMENT ORGANIZATION**

Livanta LLC - BFCC – QIO Program

10820 Guildford Rd. Ste 202

Annapolis Junction, MD 20701-1105  
Phone: 1-888-524-9900 TTY: 1-888-985-8775  
STRATIS HEALTH

(Quality Improvement Organization)  
2901 Metro Drive, Suite 400  
Bloomington, MN 55425-1525  
Telephone: 952-854-3306  
Toll-Free: 1-877-STRATIS (787-2847)  
Fax: 952-853-8503 info@stratishealth.org  
For general inquiries, please contact:  
Minnesota Department of Health  
Health Regulation Division  
85 E. 7<sup>th</sup> Place  
PO Box 64970  
St. Paul, MN 55164-0970  
651-201-4101

[Health.fpc-web@health.state.mn.us](mailto:Health.fpc-web@health.state.mn.us)

[Minnesota Department of Health \(www.health.state.mn.us\)](http://www.health.state.mn.us)

To be used by Medicare certified providers per Minnesota Statute, Section 144A.44, Subdivision 1 except language in bold print which represents additional consumer rights under federal law 42CFR 484.50.

The home care provider shall provide the client or the client's representative a written notice of the rights before the date that services are first provided to that client. The provider shall make all reasonable efforts to provide notice of the rights to the client or the client's representative in a language the client or client's representative can understand.

Minnesota Department of Health  
Health Regulation Division  
P.O. Box 64900  
St. Paul, Minnesota 55164-0900  
651-201-4101  
Health.fpc-licensing@state.mn

## Notice of Privacy Practices

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION PLEASE REVIEW IT CAREFULLY.

### USES AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

River Valley PCA Services, Inc., Inc. may use your health information for purposes of providing your treatment, obtaining payment for your care and conducting health care operations. Your health information may be used or disclosed only after River Valley PCA Services, Inc., Inc. has obtained your written consent. River Valley PCA Services, Inc., Inc. has established a policy to guard against unnecessary disclosure of your health information.

THE FOLLOWING IS A SUMMARY OF THE CIRCUMSTANCES UNDER WHICH AND PURPOSES FOR WHICH YOUR HEALTH INFORMATION MAY BE USED AND DISCLOSED AFTER YOU HAVE PROVIDED WRITTEN CONSENT:

To provide treatment: River Valley PCA Services, Inc., Inc. may use your health information to coordinate care within the home health agency and with others involved in your care such as your attending physicians, members of River Valley PCA Services, Inc., Inc. interdisciplinary team and other health care professional that have agreed to assist River Valley PCA Services, Inc., Inc. in coordinating care. For example physicians involved in your care will need information about your symptoms in order to prescribe appropriate medications. River Valley PCA Services, Inc., Inc. also disclose your health care information to individuals outside of the home health agency involved in your care including family members, clergy whom you have designated, pharmacist, suppliers of medical equipment or other health care professionals that the home health agency uses in order to coordinate care.

To obtain payment: River Valley PCA Services, Inc., Inc. may include your health information in invoices to collect payment from third parties for the care you may receive from the home health agency For example the home health agency may be required by your health insurer to provide information regarding your health care status so that the insurer will reimburse you or the home health agency The home health agency may need to obtain prior approval from your insurer and my need to explain to the insurer your need for home health agency and the services that will be provided to you.

To conduct health care operations: River Valley PCA Services, Inc., Inc. may use and disclose health care information for its own operations in order to facilitate the function of the home health agency and as necessary to provide quality care to all of the home health agency's patients. Health care operations include activities such as:

- Quality assessment and improvement activities.
- Activities designed to improve health or reduce health care costs.
- Protocol development, case management and care coordination.
- Contacting health care providers and patients with information about treatment alternatives and other related functions that do not include treatment
- Professional review and performance evaluation.
- Training of non-health care professionals.
- Accreditation, certification, licensing or credentialing activities.
- Review and auditing including compliance reviews medical reviews legal services and compliance program.
- Business planning and development including cost management and planning related analysis and formulary development.
- Business management and general administrative activities of the home health agency. Fundraising for the benefit of the home health agency and certain marketing activities.
- For example, the home health may use your health information to evaluate its staff performance, combine your health information with other home health agency patients in evaluating how to more effectively serve all home health agency patients, disclose your health information to home health agency staff and contracted personnel for training purposes, use your health information to contact you as a reminder regarding a visit to you.

Federal privacy rules allow River Valley PCA Services, Inc., Inc. to use or disclose your health information without your consent or authorization for a number of reasons:

When legally required: River Valley PCA Services, Inc., Inc. will disclose your health information when it's required to do so by any federal state or local law.

When there is risk to public health: River Valley PCA Services, Inc., Inc. may disclose your health information for public activities and purposes in order to:

- Prevent or control disease, injury or disability, report disease, injury, vital events such as birth or death and the conduct of public health surveillance investigations and interventions.
- To report adverse events, product defects, to track products or enable product recalls repairs and replacements and to conduct post marketing surveillance and compliance with requirements of the Food and Drug Administration.
- To an employer about an individual who is a member of the workforce as legally required.
- To notify a person who has been exposed to a communicable disease or who may be at risk of contacting or spreading a disease.

To report abuse, neglect or domestic violence: River Valley PCA Services, Inc., Inc. is allowed to notify the government authorities if River Valley PCA Services, Inc., Inc. believes a patient is the victim of abuse, neglect or domestic violence. River Valley PCA Services, Inc., Inc. will make this disclosure only when specifically required or authorize by law or when the patient agrees to this disclosure.

To conduct health oversight activities: River Valley PCA Services, Inc., Inc. may disclose your health information to a health oversight agency for activities including audits, civil administrative or criminal investigations, licensure or disciplinary action. River Valley PCA Services, Inc., Inc. however, may not disclose health information if you are the subject of an investigation and your health information are not directly related to your receipt of health care or public benefits.

In connection with judicial and administrative proceedings: River Valley PCA Services, Inc., Inc. may disclose your health information in the course of any judicial or administrative proceeding in response to an order of a court or administrative tribunal as expressly authorized by such order or in response to a subpoena, discovery request or other lawful process, but only when the home health agency makes reasonable efforts to either notify you about the request to obtain an order protecting your health information.

For law enforcement purposes: River Valley PCA Services, Inc., Inc. may disclose your health information to law enforcement official for law enforcement purposes as follows:

- As required by law for reporting certain types of wounds or other physical injuries pursuant to the court order warrant subpoena or summons or similar process
- For the purpose of identifying or locating a suspect fugitive material witness or missing person.
- Under certain limited circumstances, when you are the victim of a crime.
- To a law enforcement official if River Valley PCA Services, Inc., Inc. has a suspicion that your death was the result of criminal conduct including conduct at the home health agency.
- In an emergency in order to report a crime.

To coroners and medical examiners: River Valley PCA Services, Inc., Inc. may disclose your health information to coroners and medical examiners for purposes of determining your cause of death or for other duties, as authorized by law.

To funeral directors: River Valley PCA Services, Inc., Inc. may disclose your health information to funeral directors consistent with applicable law and if necessary to carry out there duties with respect to your funeral arrangements If necessary to carry out their duties River Valley PCA Services, Inc., Inc. may disclose your health information prior to and in reasonable anticipation of your death.

For organ, eye, or tissue donation: River Valley PCA Services, Inc., Inc may disclose your health information to organ procurement organizations or other entities engaged in the procurement banking or transplantation of organs eyes or tissue for the purpose of facilitating the donation and transplantation.

In the event of a serious threat to health of safety: River Valley PCA Services, Inc., Inc. may, consistent with applicable law and ethical standards of conduct disclose your health information if River Valley PCA Services, Inc., Inc. is in good faith, believes that such disclosure is necessary to prevent or lessen a serious and imminent threat to you health or safety or the health and safety of the public.

For specified government functions: In certain circumstances, as authorized by federal regulations, River Valley PCA Services, Inc., Inc. may disclose your health information to facilitate specified government functions relating to military and veterans, national security and intelligence activities, protective services for the President and others, medical suitability determination and inmates and law enforcement custody.

For worker compensation: River Valley PCA Services, Inc., Inc. may release your health information for worker's compensation or similar programs.

#### DUTIES OF THE HOME HEALTH AGENCY

River Valley PCA Services, Inc., Inc. is required by law to maintain the privacy of your health information and to provide to you and your representative this Notice of its duties and privacy practices. River Valley PCA Services, Inc., Inc. is required to abide by terms of this Notice as may be amended from time to time. The home health agency reserves the right to change the terms of its Notice and to make the new Notice provisions effective for all health information that it maintains. If the home health agency changes its Notice, the home health agency will provide a copy of the revised Notice to you or your appointed representative. You or your personal representative has the right to express complaints to the home health agency and to the Secretary of Health and Human Services if you and your representative believe that your privacy rights have been violated. Any complaints to the home health agency should be made in writing to the Agency Supervisor. The home health agency encourages you to express any concerns you may have regarding the privacy of your information. You will not be retaliated in any way for filing a complaint.

#### CONTACT PERSON

River Valley PCA Services, Inc., Inc. contact person for all issues regarding patient privacy and your rights under the federal privacy standards is:

The Agency Administrator and/or Qualified Professional

River Valley PCA Services, Inc., Inc.

916 Eighth Street, Farmington, MN 55024

Telephone Number: 651-460-4201

Fax Number: 651-460-4208

This notice was revised, effective November 1<sup>st</sup>, 2021.

If you have any questions regarding this notice, please contact the Agency Supervisor.

## **Closing Statement**

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful Company and a safe, productive, and pleasant workplace.

Jaime Kummer, Administrator

River Valley PCA Services, Inc.



## Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the River Valley PCA Services, Inc. Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Company 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 [[position or title]] of the Company. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Company or affect the right of the Company 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 Company 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 Company 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 River Valley PCA Services, Inc..

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

---

Signature

---

Date

---

Print Name