

# The Arc Carroll County Employee Handbook

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## INTRODUCTION

The Arc Carroll County, Inc. was chartered in 1955 as a nonprofit, charitable organization. The philosophy of The Arc is to plan and implement programs and services for eligible individuals that foster maximum development without discrimination on the basis of race, gender, age, color, creed, national origin, marital status, physical or mental disability, religion, or status veteran.

A volunteer Board of Directors, elected by the General Membership, governs the affairs of and sets policy for The Arc. The Board of Directors serve terms as outlined in The Arc Bylaws.

## MISSION

To support people in their individual pursuit of a fulfilling life.

## VISION

We are a leading organization that champions for and supports people with developmental disabilities, while cultivating relationships that enrich our community.

## VALUES

***Innovation*** – our founders pioneered the opportunities that exist today for people with developmental disabilities. We build on their courageous tradition of innovation and creativity in the design and delivery of our services.

***Integrity*** – we operate with integrity in all that we do – as a service provider, as an employer, and as members of our community.

***Respect*** – we treat everyone with respect. Dignity, choice, ability, privacy and opinion are fundamental principles of who we are.

***Quality*** – we embrace the highest standards in all that we do. Quality in service and character drives our actions and attitudes.

***Caring*** – we act with a genuine spirit of caring. A sincere interest in and concern for the complete well being of all people define our actions.

# WELCOME

The employees of The Arc are our greatest asset. For The Arc to accomplish its goals, we must attract, motivate, develop, and retain qualified employees. To assist in this effort, we set forth Human Resources policies and procedures to provide a framework to help us all work together productively and creatively, in an environment that gives every employee the opportunity to be successful and to contribute to the mission of The Arc.

This Handbook has been designed to provide you with a guide to many of our current Human Resources policies and is approved by the Board of Directors. We could not begin to explain every Human Resources policy in this Handbook, and its provisions can be construed as no more than general statements about the policies they address. Therefore, you should not consider this Handbook to be the total and complete statement of policies of The Arc, nor should you consider it to impose any duties of care or obligations on The Arc.

As your employer, The Arc may choose, from time to time, to supplement, modify, or eliminate any of our benefits, work rules, and policies, including those in this Handbook, and The Arc reserves the right to exercise its discretion to make such changes, deletions, or additions unilaterally and without prior notice. The Executive Director ultimately is responsible for the adoption and execution of all Human Resources policies and procedures. The Executive Director has the authority to review, revise, delete, or interpret the policies and procedures defined in this guide, and all office policies and procedures, at his/her discretion.

As changes occur, you will generally be notified in writing and within a reasonable timeframe.

If you have any questions as to the interpretation or application of any specific section of the Handbook, or any other matters that have not been covered herein, you should consult your supervisor, Department Director, Human Resources Director, or the Executive Director, as appropriate.

Please note this Handbook does not constitute an express or implied contract of employment, and no person at The Arc, other than the Executive Director, is authorized to enter into an employment contract. Notwithstanding anything that may appear in this Handbook or any other publication, your employment with The Arc is on an at-will basis, which means that you have the right to terminate your employment relationship with The Arc with or without reason or notice at any time, and The Arc has the right to terminate its employment relationship with you with or without reason or notice at any time.

## EMPLOYEE CONDUCT

Staff responsibilities with respect to the public:

All staff members and volunteers are considered representatives of The Arc in their contacts with the public. Staff is expected to practice courtesy and exercise good judgment in all such contacts and to render every possible consideration to persons seeking information or services from The Arc.

- **PERSONS SERVED:** All staff members shall demonstrate concern for individuals in need of services; all questions, suggestions, and criticisms about services shall be received and acknowledged graciously. When a staff member feels incapable of answering such questions, suggestions, and criticisms, it is his/her responsibility to refer them to the proper person so that accurate and complete answers may be given. If it is impossible to provide an immediate answer, the inquiring person or organization should be informed of when an answer may be expected. The Executive Director must be notified immediately of all complaints received.
  - Each staff member shall demonstrate concern for the welfare, safety and development of each individual placed in the care of The Arc. Factors concerning the development and training of any individual or the social history of his parent or guardian shall be considered confidential.
  - All personnel shall treat individuals enrolled in The Arc service programs with highest regard, personal dignity, and consideration. Under no circumstances are individuals to be harassed, belittled, ridiculed or dealt with in a manner that could prove detrimental to their rehabilitation or development. All cases of such mistreatment shall be reported to the Executive Director. (Procedures set forth in the Operational Statement on Neglect and Abuse shall be followed.)
  - In order to promote the safety and well-being of individuals served, The Arc may conduct video, photo, or audio surveillance on staff and/or volunteers at any point during a scheduled shift. Information gathered may be turned over to law enforcement officials if appropriate.
  
- **GIFTS:** The Executive Director, designated employees, committee chairpersons, or designated members from the Board of Directors may accept donations of money, gifts or services intended solely for The Arc, its services and programs. Staff members of The Arc are prohibited from charging, requesting, or receiving any fee, gift, reward or payment of any kind from any person, firm or organization for services rendered by him/her as a representative of The Arc. Any gifts valued at \$100.00 or less, given willingly or unsolicited, in appreciation for care are excluded from this prohibition. When members are offered honoraria for professional or consultative services, rendered to teaching institutions and/or organizations, approval shall be secured from the Executive Director in advance.
  
- **MARKETING/MEDIA:** Periodically, The Arc informs interested persons and the general public of its work by news releases, local radio coverage, distribution of brochures, speaking engagements and communication with other county and state agencies. Membership in the Carroll County Chamber of Commerce also informs people of the work and facility accommodations. Employees are strictly prohibited from appearing on broadcast programs on behalf of The Arc, from releasing agency information to any newspaper or any radio or television station, or otherwise disseminating information to the general public, except

through the Executive Director, or with his/her knowledge and approval.

- **EMPLOYMENT REFERENCES:** All inquiries regarding persons now employed, or formerly employed, must be referred to the Human Resources Director. In response to such inquiries, The Arc may verify dates of employment, job title, and status (full-time, part-time, etc.). Salary information will be released only with the specific written authorization of the employee. If an inquiry is received from law enforcement or other government agency, e.g. unemployment insurance, The Arc will provide access to any information that may have a bearing on the outcome of the inquiry/investigation.
- All relationships between supervisors, employees, and individuals served shall be maintained in a professional manner.
- All personal matters regarding staff and individuals served and all business matters of The Arc shall be considered confidential. Employees are prohibited from disclosing any information about any former or current employee, former or current individual served, or any information about The Arc to anyone, except to a present employee, officer, or board member with a clear business need to know, without the express written consent of the Executive Director. Any employee who breaches confidentiality will be subject to disciplinary action up to and including termination.
- **COMPANY EQUIPMENT:** The Arc provides numerous resources for all employees to assist them in the conduct of business. These include, but are not limited to, office equipment (e.g., telephone, computers, copiers) and office resources (e.g. internal and external mail processing, inter-office correspondence, reports, files, e-mail and Internet access, and stationery). These resources are the property of The Arc. Therefore, they are to be used for the conduct of business of The Arc, and not for personal business.
- **COMMUNICATION:** The communications systems of The Arc are not to be used to create any offensive, improper, or disruptive messages. Among those which are considered offensive are any messages which contain: sexual implications, racial slurs, gender-specific comments, or any other comment that offensively addresses someone's age, sexual orientation, religious or political beliefs, national origin, or disability.
- No employee of The Arc will knowingly and willfully represent, or transact business on behalf of, the organization without the authority to do so as outlined under Duties and Responsibilities listed within his/her job description unless explicit authority to do so has been granted by the Executive Director.

#### **Office Practices:**

- **TELEPHONE USAGE:** The use of The Arc's telephone during business hours for personal calls is not prohibited, but it is important that such calls be kept to a minimum. Employees are prohibited from charging personal long distance calls on agency phones. Employees residing in The Arc homes will be billed for their personal long-distance calls. The use of personal cell phones at work, during business hours, is to be kept to a bare minimum, preferably in emergency situations only.
- **MAIL:** Employees are expected to have their personal mail sent to their home address. When personal mail is received at the office, care will be taken to deliver it to the addressee

unopened; however, The Arc can assume no responsibility for personal mail.

### **Smoke-Free Workplace**

Our policy prohibits smoking in all workplace areas. This includes smoking in any form through the use of tobacco products (pipes, cigars and cigarettes) or “vaping” with e-cigarettes or other electronic devices, or the use of tobacco products (chewing tobacco, etc.). Smoking is only allowed in designated outside smoking areas. The Arc workplace includes, but is not limited to, all motor vehicles owned and/or operated by The Arc, all residences owned and/or operated by The Arc, and the Recycling Center office.

## **EMPLOYEE SELECTION**

Executive Director: The Executive Director shall be selected by the Executive Committee, with the approval of the Board of Directors. When the Executive Director will be away from the office, or absent for an extended period of time, he may appoint a department director to serve in an acting capacity.

Other Employees: The Executive Director the Human Resources Director shall approve the selection of employees for all positions that have been budgeted for and approved by The Arc Board of Directors.

### Recruitment & Selection:

The following practices apply to the recruitment and selection process:

- The best-qualified person shall be selected to fill any vacant position. The hiring manager shall consider qualified people presently employed by The Arc, as well as applicants outside The Arc.
- Qualified applicants must meet the requirements and be able to perform the duties of the position as outlined in the job description.
- Positions will be filled without regard to race, religion, gender, age, color, disability, veteran status, national origin, marital status, citizenship status, sexual orientation, or other legally protected category.
- When a position becomes available, consideration will be given as to how best to recruit for the position. Methods utilized may include one or more of the following: internal posting, newspaper advertising, circulation of flyers to community organizations and to local and state agencies; posting on The Arc website and Internet job boards, social media such as Facebook or LinkedIn, and employee referrals. Selection will be based on the requirements of the job as stated in the job description, and on the applicants’ ability to perform the essential functions of the job with or without reasonable accommodation. The hiring manager shall consider qualified people presently employed by The Arc, as well as applicants from outside The Arc.
- The Arc may, from time-to-time, prescribe tests or examinations for determining qualifications for any position to be filled.

### Job Postings:

The Arc Carroll County is dedicated to assisting employees in managing their careers and reaching their professional goals through promotion and transfer opportunities. This policy outlines the on-line job posting program which is in place for all employees. To be eligible to apply for an open position, employees must meet the following requirements:

- be a current, regular, full-time or part-time employee;
- have been in current position for at least three (3) months;
- not be on conduct/performance-related probation or warning;
- meet the job qualifications listed on the job posting; and
- provide their current manager with notice prior to applying for the position.

If employees find a position of interest on the job posting website and they meet the eligibility requirements, an on-line job posting application must be completed in order to be considered for the position. Not all positions are guaranteed to be posted. The Arc reserves the right to seek applicants solely from outside sources or to post positions internally and externally simultaneously.

- Employees of The Arc whose duties require them to be bonded will be bonded at the expense of The Arc.
- Hiring of an applicant convicted of a sexual offense or common law assault and battery is prohibited. Other offenses will be considered based on the job to be performed and the potential effect on persons served and/or The Arc as a whole.
- All prospective employees must submit to a background check as required by state law. Consistent with State law, any person who has a criminal history which would indicate behavior potentially harmful to individuals served, employees or other stakeholders will not be employed.

#### Reduction in Staff

- When it becomes necessary for The Arc to reduce staff positions, it is the policy of the agency to offer to the individual whose position is eliminated any position vacant at that time, for which the employee is qualified.

#### Training Period

- During your first 90 days, you will be considered to be in a training period at the beginning of employment, to allow you and your supervisor the opportunity to determine whether your employment satisfies current needs. At any point during this first 90 days, either the company or the employee can terminate the employment relationship, without or without notice and with or without cause. Near the end of your training period, your supervisor will discuss your performance with you, and a decision will be made about continuing the training period or terminating the employment relationship. The Human Resources Director, based upon the recommendation and input of your supervisor, will make this decision. You will also be in a training period when you transfer to a new role within the company.
- Completion of the training period and granting of regular status does not result in any change to the employment-at-will relationship described earlier in this handbook.

## **EMPLOYEE COMPENSATION**

- The Human Resources Director, subject to approval by the Executive Director and the Board of Directors, shall establish the salary level or rate of pay for each position.
- New employees will be paid at a rate of pay within the established salary range and consistent with any established hiring rates for their position. Upon approval of the Executive Director, a new employee may be paid at a higher rate.

- When an employee is promoted to a vacant position of a higher level, he/she may receive a promotional increase consistent with the position and other similarly situated employees in that position.
- When an employee moves to a position of a lower level, his/her base rate of pay may be reduced to be consistent with prevailing pay rates for the lower-level position

#### Garnishment or Levy of Wages

- The Arc is legally obligated to administer garnishments and other court ordered attachments to employee wages. The Arc will follow State and Federal guidelines as to the withholding process of these obligations. The Arc will notify the employee when a garnishment or levy notice is received.

## **PERFORMANCE EVALUATIONS**

Each employee's performance is monitored continuously by his/her supervisor, with feedback given both verbally and in written form when necessary. In addition, each employee receives an annual performance review which addressed successes, challenges, competency review, training/development needs (Annual Check-In). All supervisory staff will present evaluations to staff yearly based on performance over the previous year. Employees have the opportunity to discuss the evaluation with their supervisor at that time, as well as provide written comments if they choose. At times, other Arc managers who work closely with the employee may be asked for their feedback on the employee's performance. The Annual Check-In will maintained in Paylocity.

A positive performance evaluation does not guarantee an increase in salary, a promotion or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management. In addition to these formal performance evaluations, the Arc encourages employees and supervisors to discuss job performance on a frequent and ongoing basis.

## **JOB CLASSIFICATIONS, EMPLOYEE CATEGORIES AND PAY CONSIDERATIONS**

### Exempt and Non-Exempt Classifications:

- Jobs are classified as “Exempt” or “Non-exempt” according to Federal and State Wage and Hour laws. Non-exempt employees are paid on an hourly basis, and will receive overtime pay for all hours worked in a workweek beyond 40 hours, as defined in the section “Overtime Pay”. Exempt employees are not eligible to receive overtime pay.
- All exempt staff is employed with the understanding that some travel, evening, and weekend work are necessary requirements of the position.

### Employee Categories:

- Full-time Employees: Employees who are regularly scheduled to work 40 hours per week, on a year-round basis, and are designated as being in a full-time budgeted position, are defined as “full-time” employees. Full-time employees are eligible for vacation, personal days, paid holiday, and sick leave benefits, as well as group life and health insurance, disability insurance, and participation in the tax-deferred retirement program (403b plan).
- Part-Time Employees: Employees who are regularly scheduled to work less than 40 hours per week, or are in a position not designated as a full-time budgeted position, and/or employees who are regularly scheduled to work any number of hours per week on a less than year-round basis (e.g. on a school-year basis) are defined as “part-time” employees. Part-time employees may be eligible to receive a limited benefit package, depending on the number of hours they are regularly scheduled to work per workweek.
- Sub (PRN) Status: A category or Employee Status called PRN (a/k/a Sub or On-Call) denotes staff who do not have a set weekly work schedule. The purpose of this category is to provide supplemental staffing to fill vacant shifts when regular, full- or part-time staff are unable to provide this coverage. These employees have elected to forgo all benefits. A PRN employee agrees to work a specific number of shifts, either scheduled or as needed. The PRN Staffing Program includes all levels of support including Day, Supports or Residential.

### Your Employment Records:

Comprehensive personnel information is maintained on each employee. Personnel files are the property of The Arc and are available for employees to review in the Human Resources department by appointment. Employees will be given copies of their job descriptions, wage and benefit information, and written performance evaluations upon request.

Employees should keep their personal information up to date via Paylocity Self Service. Employees also should inform the Human Resources Generalist of any specialized training or skills they acquire, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach employees in a crisis could cause a severe health or safety risk or other significant problem.

### **Pay Considerations**

- Differential Rates of Pay – differential rates of pay are provided in certain circumstances, based upon the nature of the work being performed. Certain Transportation Department staff may receive a differential in addition to their hourly (base) rate of pay, while certain Community Living Department staff may receive a \$1.50 per hour differential. Please note that if you work in a position that receives an hourly differential, the differential will not be paid for any time spent in training classes, nor for vacation leave, sick leave or holidays; only the base rate will apply in those circumstances.

- Overtime – non-exempt employees will be compensated at the rate of 1.5 times their normal hourly rate for all hours worked over 40 in a particular workweek. For employees who are paid a base rate of pay plus differential, overtime pay will be at (base rate + \$differential) x 1.5. For employees who work in two different positions/locations at two different rates of pay during the same pay period, and who earn overtime pay in that pay period, overtime will be calculated using a weighted average formula.

An illustration of this Weighted Average overtime calculation follows:

*Presumed for calculation: Employee works 30 hours in pay week as a Community Living Assistant at base rate of \$8.76 per hour, and 20 hours in same pay week as a Support Services Aide at base rate of \$9.71 per hour, for a total of 50 hours worked in the work week.*

*Calculation:*

*30 hrs. X \$8.76 = \$262.80*

*20 hrs. X \$9.71 = \$194.20*

*Total non-overtime pay = \$457.00*

*\$457.00 (total non-overtime pay) divided by 50 (total hours worked) = \$9.14 AVERAGE HOURLY WAGE*

*\$9.14 divided by 2 = \$4.57 HALF-TIME OVERTIME RATE PER HOUR OF OVERTIME WORKED*

*\$4.57 (overtime hourly rate) X 10 (# of overtime hours worked) = \$45.70 (total overtime pay)*

*\$457.00 (total non-overtime pay) + \$45.70 (total overtime pay) = \$502.70 (total gross pay for the work week)*

Your supervisor requires prior approval of overtime before working any overtime. Employees who work overtime without prior approval may be subject to disciplinary action.

- Hours of Work – your supervisor will explain your hours of work to you prior to, and on, your date of hire. If you are unable to work your scheduled hours on any day, you are expected to notify your supervisor as soon as you are aware of the matter. For unscheduled, unplanned absences or tardiness, you are expected to notify your supervisor at least 4 hours prior to your scheduled start time, when possible (or based on specific departmental policies), so that provisions for coverage can be made. Please check with your supervisor to see if your department has any further requirements for early notification of an unscheduled, unplanned absence or lateness.
- Hours Worked – Please note that hours paid as vacation, personal, sick, and/or holiday, will not be considered “hours worked” for the purpose of calculating overtime pay.
- Time Keeping – non-exempt employees must record the start and end times of each workday in the automated time and attendance system, Paylocity. Time records are official records of The Arc Carroll County, and care must be exercised in recording the hours worked, overtime hours, and absences. Employees are not to make any entries on the time records of another employee. Violations of this policy, together with any other forms of

falsification of time records, are considered a serious offense subject to immediate termination of employment. Exempt employees are not required to complete time records on a daily basis. Exempt employees are required to record full days of absence, together with the appropriate reason for leave, in Paylocity.

- Employees who work with more than one individual in Family and Individual Support Services, or who work a combination of a residence and an FISS or CSLA individual, must complete a separate time record for each residence and/or individual served.
- All employee time records must be completed in Paylocity by 10:00 a.m. on the Monday of each pay week. If Arc offices are closed on that day, time records must be submitted by 10 a.m. on the next business day The Arc is open. Time records may be requested earlier than the Monday of each pay week as deemed necessary. Written communication via Paylocity will be provided in advance as such changes arise. Time records that are turned in late will not be processed until the following pay period.
- Full-time employees will not be permitted to charge time off to earned leave when their regular full-time hours are worked, regardless of where those hours are worked.
- Full-time employees who work fewer hours than their standard number of hours must use earned leave to bring their weekly total of paid hours up to their standard schedule (not to exceed 40).
- Excessive use of leave without pay or not reporting for scheduled hours will result in review and possible disciplinary action. Part-time status is still considered a regularly scheduled position, and employees are expected to work their scheduled hours.
- Scheduling “back-to-back” shifts will not be allowed without prior approval by the Deputy Executive Director. For instance, if you are scheduled at a residential unit from 6:00 a.m. to 9:00 a.m., and then scheduled to work in the day program from 9:00 a.m. to 3:00 p.m., there is no time allowed for travel. Either the residence or the day program will be shorted the amount of time it takes the employee to travel between the two locations. Therefore, in this example, the employee would not be able to be scheduled to start in the day program before 9:15 a.m., allowing for reasonable travel time, unless they are working in the same location.
- Pay Frequency and Paycheck Distribution –Employees are paid every other week on Friday, resulting in 26 pays per year. Paychecks issued on Friday will include all hours worked up to and including the previous Friday, as well as any overtime earned in the same pay period. If the normal payday falls on an Arc-recognized holiday, pay stubs for those with direct deposit will be available one workday prior to the aforementioned schedule. Under no circumstances will The Arc release any paychecks prior to the actual pay date.
- In the event of a lost paycheck, you must notify the Finance Department in writing as soon as possible before a replacement check can be issued. In the event the lost paycheck is recovered and the endorsement on the check is identified as yours, you must remit the amount of the paycheck to the Finance Department within 24 hours of the time the remittance is demanded. A single occurrence of a lost paycheck will not incur any replacement fee. For subsequent occurrences of a lost paycheck within a rolling 6-month period of any first occurrence, you will be charged The Arc’s fee for stop payment of the original check.
- A statement of earnings is available to employees each pay period in Paylocity indicating Gross Pay, Statutory Deductions, and Voluntary Deductions. The amount of Statutory (Federal and State) Deductions is affected by the number of exemptions claimed on the relevant Withholding Allowance forms. If your marital status changes, or if the number of exemptions previously claimed increases or decreases, a new Withholding Allowance form may be completed by logging into Paylocity or requesting the form(s) from the Human

Resources. Whether you are entitled to claim a certain number of allowances or exemptions from withholding is subject to review by the IRS. Therefore, you may be asked to quantify and verify exemptions that appear to be more than average.

- Salary advances are not permitted at any time.

# VACATION AND LEAVE PLAN

Eligibility: Only full-time employees scheduled to work 40 hours per week are eligible to earn vacation time.

## General

- Leave for full-time employees begins accruing with the first day they begin full-time employment. However, leave cannot be utilized until six months of satisfactory continuous service has been met, unless noted to the contrary below. If leave is required before such time or before accrual of the necessary amount, time off may be taken without pay if approved by the employee's supervisor. Leave accrues at the end of each month.
- All leave, earned and used, must be approved by the appropriate supervisor in Paylocity for the payroll period in which the leave is taken.
- The time-off notation in Paylocity must include the amount of time used and an indication as to the appropriate leave category to which the time should be charged (sick, personal, vacation, etc.).

## Vacation Leave

- Full-time employees shall be eligible for time off from work with pay based on the following tabulation of service years. The following schedule is calculated from the employee's anniversary date:

Years of continuous service \*\*

Under 1 year:	6 days per year
1 to 2 years:	12 days per year
3 to 5 years:	15 days per year
6 to 10 years:	18 days per year
11 to 15 years:	22 days per year
16 to 20 years:	26 days per year
21+ years:	30 days per year

- Employee Service Credit: If an employee leaves The Arc's employ and is rehired within 30 days, his/her seniority will be restored to the original date of hire. If the employee is rehired greater than 30 days from separation, the most recent date of hire will be the starting point upon which years of continuous service is calculated.
- For employees hired prior to 7/1/2021, maximum accrued vacation is limited to 240 hours. If the total amount of carried-over accrued vacation reaches 240 at any time during the year, vacation accrual will temporarily stop. When vacation is taken and the total accrued amount falls below the maximum, vacation accrual will begin again. Any vacation hours over 240 at the end of each fiscal year will be forfeited.
- For employees hired 7/1/2021 or after, maximum accrued vacation is limited to your annual accrual based on years of service. For example, if you have 3 years of service, you accrue 15 days per year; 15 days (120 hours) would be your cap. Once that maximum is reached, further accruals will cease until the vacation hours are taken and fall below the maximum allowed.
- All requests for time off shall be made through the Paylocity system. Employees are requested to give at least 2 weeks' notice of vacation leave in excess of 2 consecutive days.

Requests for less than 2 consecutive days should be made at least 2 days in advance. The Executive Director will retain the right to make exceptions in emergency situations.

- Use of leave is authorized only through written approval in Paylocity in advance.
- Requests for leave may be denied based on the needs of the agency and/or the department. Priority will be given to the earliest request received.
- In the event of two requests made at the same time, priority will be given to the employee with greater seniority.
- Approval of leave may be withdrawn based on the changing needs of the agency.
- Payment of Vacation Hours Upon Termination: If an employee leaves the employment of The Arc, their earned but unused vacation hours, up to their annual accrual cap, will be paid out upon termination. Any accrued hours over the cap will be forfeited.

#### Holiday Leave

- Full-time employees (regardless of length of service) will be entitled to time off with pay for the 10 holidays listed below. If any of the holidays fall on a Saturday or Sunday, refer to the holiday schedule for the date observed.

New Year's Day	Labor Day
Martin Luther King's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

NOTE: If a full-time non-exempt employee must work on one of the above-designated holidays, he/she will be paid for the hours worked, plus 8 hours holiday pay.

#### Personal Leave

- After one year of satisfactory service, full-time employees shall be eligible for three additional pre-planned leave days per year for the conduct of personal business. To obtain the use of these days an employee must first secure the approval of the supervisor. Personal leave days cannot be accumulated or carried over.

#### Sick Leave

- Full-time employees are entitled to sick leave for use in the following circumstances:
  - When it is established that an employee is incapacitated for the performance of assigned duties because of illness or injury.
  - For medical, dental or optical examination or treatment.
  - To care for an immediate family member living in the same household who is ill.
- Sick leave for full-time employees will accrue at the rate of 6.6 hours per month (10 days per year) and can be accumulated for a maximum of 30 days to cover long-term illnesses. Unused sick leave will not be reimbursed when employment is terminated.
- The immediate supervisor must approve the use of sick leave. The employee may be requested to provide a fit-for-duty note from his/her treating physician upon return to work for absences of 3 or more consecutive days. The supervisor may require the same for absences of less than 3 consecutive days at his/her discretion, or the discretion of the Human Resources Director.
- A physician's return to work authorization will be required for any absence, regardless of length, due to surgery for any reason, broken bones, or other conditions that may affect an employee's ability to perform his/her assigned duties.

- If an employee who is absent due to sickness exhausts accumulated sick leave, he/she can request the use of accrued vacation and/or personal leave to cover the absence. After all accumulated leave (sick, vacation or personal) has been exhausted, an employee can request advanced sick leave. In considering a request for advanced sick leave, the supervisor will consider such facts as the prospects of the employee returning to work, the employee's work record, conduct, etc. The immediate supervisor can approve up to three (3) days advanced sick leave and the Executive Director can advance up to an additional three (3) days of sick leave.

## **Maryland Earned Sick and Safe Leave**

### **Eligibility**

The Arc provides paid Earned Sick and Safe Leave (ESSL) to eligible employees who regularly work at least 12 hours per week in Maryland pursuant to the Maryland Healthy Working Families Act. For employees who work in Maryland who are eligible for sick time under the general paid Sick Days policy, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general paid Sick Days policy.

### **Accrual**

Employees begin to accrue ESSL pursuant to this policy on February 11, 2018, or at the start of employment, whichever is later. Employees accrue ESSL at a rate of one (1) hour for every 30 hours worked, up to a maximum accrual of 40 hours of paid ESSL per calendar year, and 64 hours of paid ESSL at any time.

Employees will not accrue ESSL during any: 1) two- (2-) week pay period in which the employee worked fewer than 24 hours total; 2) one- (1-) week pay period if the employee worked fewer than a combined total of 24 hours in the current and the immediately preceding pay period; or 3) pay period in which the employee is paid twice a month regardless of the number of weeks in a pay period and the employee worked fewer than 26 hours in the pay period.

Exempt employees are assumed to work 40 hours in each workweek unless their normal workweek is less than 40 hours, in which case ESSL accrues based upon that normal workweek.

For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1 and ending on December 31.

### **Usage**

Employees may begin using ESSL under this policy after the 106th calendar day of employment. Employees may use ESSL in the smallest increment that the Arc's payroll system uses to account for absences or work time, and no employee will be required to take ESSL in an increment of more than four (4) hours. The employee may not use more than 64 hours of accrued ESSL per calendar year.

The Employee may use ESSL under this policy for the following reasons:

1. to care for or treat the employee's mental or physical illness, injury or condition or to obtain preventive medical care;
2. to care for a family member with a mental or physical illness, injury or condition, or to obtain preventive medical care for a family member;
3. for maternity or paternity leave; or

4. if the absence from work is due to domestic violence, sexual assault or stalking committed against the employee or the employee's family member and the leave is used either during the time that the employee has temporarily relocated due to domestic violence, sexual assault or stalking, or to obtain (for the employee or the employee's family) any of the following:
  - medical or mental health attention that is related to the domestic violence, sexual assault or stalking;
  - services from a victim services organization related to the domestic violence sexual assault or stalking; or
  - legal services or proceedings related to the domestic violence sexual assault or stalking.

For purposes of this policy, family member means: 1) a biological, adopted, foster or stepchild of the employee; a child for whom the employee has legal or physical custody or guardianship; or a child for whom the employee stands in loco parentis, regardless of child's age; 2) a biological, adoptive, foster or stepparent of the employee or the employee's spouse; legal guardian of the employee; or an individual who acted as a parent or stood in loco parentis to the employee or the employee spouse when the employee or the employee's spouse was a minor; 3) spouse of the employee; 4) a biological, adoptive, foster or stepgrandparent of the employee; 5) a biological, adoptive, foster or stepgrandchild of the employee; or 6) a biological, adopted, foster or stepsibling of the employee.

Unless the employee advises otherwise, the Arc will assume, subject to applicable law, that employees want to use available earned sick and safe leave for absences for reasons set forth above, and employees will be paid for such absences to the extent they have ESSL available.

Employees will be notified of available ESSL each time wages are paid.

### **Notice and Documentation**

To use ESSL, the employee must request leave from the Arc as soon as practicable after determining the need for leave and provide notification of the anticipated duration of the leave. When requesting ESSL that is foreseeable, employees must provide advance notice of seven (7) days before the date the ESSL will begin. When requesting ESSL that is not foreseeable, employees must provide notice as soon as practicable. Failure to provide such notice may result in denial of the employee's request for ESSL if the absence will cause a disruption to the Arc.

The Arc may require the employees to provide verification that the leave was used in accordance with applicable law when they use ESSL:

- for more than two (2) consecutive scheduled shifts; or
- between the first 107th and 120th calendar days of employment and the employee agreed to provide verification at the time of hire.

If the employees fail to provide such verification, the Arc may deny any subsequent request from them to take ESSL for the same reason. The employee's use of ESSL will not be conditioned upon searching for or finding a replacement worker.

### **Payment**

ESSL under this policy will be calculated based on the employee's wage rate at the time of absence.

### **Carryover and Payout**

The employee may carry over up to 40 hours of accrued, unused ESSL under this policy. Accrued but unused ESSL under this policy will not be paid at separation.

### **Enforcement and Retaliation**

The Arc prohibits retaliatory or adverse action against employees who exercise their rights in good faith concerning this policy. Employees have the right to file a complaint with the Commissioner of Labor and Industry or bring a civil action to enforce an order against the Arc if their rights are restrained.

Employees with questions regarding this policy can contact Director of Human Resources.

### **Family and Medical Leave**

The Arc Carroll County, Inc. will comply with the Family and Medical Leave Act implementing Regulations as revised. The company posts the mandatory FMLA Notice and upon hire provides all new employees with notices required by the U.S. Department of Labor (DOL) on Employee Rights and Responsibilities under the Family and Medical Act

The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

If you have any questions, concerns, or disputes with this policy, you must contact [insert name and contact info for appropriate person] in writing.

### **General Provisions**

Under this policy, The Arc will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

### **Eligibility**

To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

1) The employee must have worked for the company for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.

2) The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair

Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.

3) The employee must work in a worksite where 50 or more employees are employed by the company within 75 miles of that office or worksite. The distance is to be calculated by using available transportation by the most direct route.

### **Type of Leave Covered**

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

- 1) The birth of a child and in order to care for that child.*
- 2) The placement of a child for adoption or foster care and to care for the newly placed child.*
- 3) To care for a spouse, child or parent with a serious health condition (described below).*
- 4) The serious health condition (described below) of the employee.*

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position.

A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider.

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

Employees with questions about what illnesses are covered under this FMLA policy or under the company's sick leave policy are encouraged to consult with the Human Resources Director.

If an employee uses paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the company may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

*5) Qualifying exigency leave for families of members of the National Guard and Reserves when the covered military member is on active duty or called to active duty in support of a contingency operation.*

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to active military duty or who is already on active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following: 1) short-notice deployment, 2) military events and activities, 3) child care and school activities, 4) financial and legal arrangements, 5) counseling, 6) rest and recuperation, 7) post-deployment activities and 8) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

*6) Military caregiver leave (also known as covered service member leave) to care for an ill or injured service member.*

This leave may extend to up to 26 weeks in a single 12-month period for an employee to care for a spouse, son, daughter, parent or next of kin covered service member with a serious illness or injury incurred in the line of duty on active duty. Next of kin is defined as the closest blood relative of the injured or recovering service member.

*7) Leave – Deployment of Family Members in the Armed Forces*

As of October 1<sup>st</sup>, 2013, Maryland law requires employers to give a one day leave of absence to an employee on the day his/her immediate family member (spouse, parent, stepparent, child, stepchild or sibling) is deployed, or returning from active duty in the armed forces. The immediate family member must be leaving for or returning from active duty outside of the US as a member of the US armed forces.

To qualify, the employee must:

1. Have been employed for the last 12 months, and
2. Have worked at least 1250 hours during the last 12 months
3. May be required to submit proof of deployment or return from duty.

The employee is not required to use paid leave for this purpose. However, such leave can be designated as qualifying exigency leave under the Family and Medical Leave Act (FMLA).

Employees are required to provide documentation supporting the need for leave and to provide as much notice as is practical, based on when notice of the deployment or return from deployment is received.

### **Amount of Leave**

An eligible employee can take up to 12 weeks for the FMLA circumstances (1) through (5) above under this policy during any 12-month period. The company will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the company will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA circumstance (6) above (military caregiver leave) during a single 12-month period. For this military caregiver leave, the company will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If a husband and wife both work for the company and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for the company and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.

### **Employee Status and Benefits During Leave**

While an employee is on leave, the company will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the company will require the employee to reimburse the company the amount it paid for the employee's health insurance premium during the leave period.

Under current company policy, the employee pays a portion of the health care premium. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Accounting Department by the 10th day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The employer will provide 15 days' notification prior to the employee's loss of coverage.

If the employee contributes to a life insurance or disability plan, the employer will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the premiums, or the employer may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the employer may discontinue coverage during the leave. If the employer maintains coverage, the employer may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

### **Employee Status After Leave**

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider. This requirement will be included in the employer's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one that is virtually identical in terms of pay, benefits and working conditions. The company may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

## **Use of Paid and Unpaid Leave**

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member may use paid vacation, personal or sick leave or take unpaid leave. Any leave will run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established leave policy.

Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. For example, if an employer provides six weeks of pregnancy disability leave, the six weeks will be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement. An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal or family leave prior to being eligible for unpaid leave.

An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all paid vacation, personal leave or sick leave (as long as the reason for the absence is covered by the company's sick leave policy) prior to being eligible for unpaid leave.

## **Intermittent Leave or a Reduced Work Schedule**

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period).

The company may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the company and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the company before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary.

## **Certification for the Employee's Serious Health Condition**

The company will require certification for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the

delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Employee's Serious Health Condition

The company may directly contact the employee's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The company will not use the employee's direct supervisor for this contact. Before the company makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the company will obtain the employee's permission for clarification of individually identifiable health information.

The company has the right to ask for a second opinion if it has reason to doubt the certification. The company will pay for the employee to get a certification from a second doctor, which the company will select. The company may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the company will require the opinion of a third doctor. The company and the employee will mutually select the third doctor, and the company will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

### **Certification for the Family Member's Serious Health Condition**

The company will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Family Member's Serious Health Condition.

The company may directly contact the employee's family member's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The company will not use the employee's direct supervisor for this contact. Before the company makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the company will obtain the employee's family member's permission for clarification of individually identifiable health information.

The company has the right to ask for a second opinion if it has reason to doubt the certification. The company will pay for the employee's family member to get a certification from a second doctor, which the company will select. The company may deny FMLA leave to an employee whose family member refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the company will require the opinion of a third doctor. The company and the employee will mutually select the third doctor, and the company will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

### **Certification of Qualifying Exigency for Military Family Leave**

The company will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave.

### **Certification for Serious Injury or Illness of Covered Service member for Military Family Leave**

The company will require certification for the serious injury or illness of the covered service member. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Service member.

### **Recertification**

The company may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every 30 days and only when circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the company may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence. The company may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent with the employee's serious health condition.

### **Procedure for Requesting FMLA Leave**

All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to the HR director. Within five business days after the employee has provided this notice, the HR director will complete and provide the employee with the DOL Notice of Eligibility and Rights.

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the company's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

### **Designation of FMLA Leave**

Within five business days after the employee has submitted the appropriate certification form, the HR director will complete and provide the employee with a written response to the employee's request for FMLA leave using the DOL Designation Notice.

### **Intent to Return to Work From FMLA Leave**

On a basis that does not discriminate against employees on FMLA leave; the company may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

## **Personal Leave of Absence**

- The Executive Director may grant a Leave of Absence to any employee who has more than one year of service and who finds it necessary to temporarily discontinue his employment for military service, or any other reason not specifically addressed by the policy. All such requests shall be made to the Executive Director in writing, accompanied by a recommendation of the immediate supervisor. During such leave of absence, no pay or benefits shall accrue, except that which is required by Federal or State law; however, all such approved leaves of absence shall be considered no break in length of service with The Arc.

## **Bereavement Leave**

- Time off requested for a death in an immediate family will not be charged to annual leave or personal leave. (Immediate family for this purpose shall be:
  - Spouse
  - Mother or father
  - Son or daughter
  - Brother or sister, brother-in law or sister-in-law
  - Father-in-law or mother-in-law
  - Grandparent of an employee or his/her spouse

The immediate supervisor shall approve all such time off. All pay and other accrued benefits shall continue during such leave. Bereavement leave shall normally be limited to three (3) working days. The Executive Director may grant up to five (5) working days of bereavement leave.

- Leave to attend a funeral service for other than immediate family members must also be approved by the immediate supervisor and will be charged to annual or personal leave.
- Such leave shall be used within five (5) days of the death.

## **Jury Leave and Military Leave (i.e. National Guard Duty)**

- Time off will be granted for these purposes. Payment shall be made to an employee for the difference in the amount received from such jury or military duty and the employee's normal salary. All other benefits will continue during such leave. The Arc is committed to abiding by the regulations of the Uniformed Services Employment and Re-employment Act (USERRA). Pay is not continued for military deployments.

## **Educational Leave**

- An employee may be granted leave without pay for educational purposes. Up to six months leave, without pay, may be granted.

## **Emergency Leave**

- The Executive Director and President may grant "emergency leave" to employees when events such as floods, snowstorms and other unforeseen events occur.

## **DISCIPLINARY ACTIONS & TERMINATIONS:**

When an employee does not meet The Arc's standards for work performance, conduct, policies and procedures, or similar performance matters, the employee may be terminated or, at the sole and absolute discretion of The Arc, a performance improvement plan may be implemented and appropriate corrective actions may be taken. These actions may include coaching sessions, warnings, suspensions or termination, based on factors such as the severity of the problem.

Where one or more warnings are warranted, employees may be given a copy of the warning, which may contain information such as the nature of the problem and specific expectations for improvement.

Certain critical offenses may lead to immediate termination of employment. Examples of such offenses include, but are not limited to:

- Failure or refusal to carry out directions or instructions (insubordination).
- Failure to perform essential job functions.
- Failure to fulfill the responsibilities of the job to an extent that might or does cause injury to a person, or damage to or loss of machinery, equipment, facilities or other property of The Arc.
- Violation of a safety, fire prevention, health or security rule.
- Violation of confidentiality; false, fraudulent or malicious statements or actions involving relations with The Arc, another employee, an individual served or any action deemed damaging to The Arc; falsification of any company document (including time records).
- Harassment/sexual harassment/discrimination.
- Threatened or actual physical abuse.
- Carrying a weapon while on the job, or at any function or at any facility owned or operated by The Arc.
- Arrest for certain crimes.
- Criminal conviction of any nature.
- Bringing onto The Arc's premises or property, or at any function sponsored by The Arc, consuming, transferring, selling or attempting to sell alcohol or any illicit controlled substance.
- Refusing or failing to cooperate with or submit to questioning, medical or physical tests, examinations, or security-related inspections.
- Abuse of leave policy
- Absence from work for two consecutive days without proper notification.

All new employees, when initially hired, are considered to be in training and during this period the employee may be dismissed without cause.

### Involuntary Terminations:

- Should a full-time employee's service be terminated, he/she is entitled to be paid for accrued vacation leave up to their annual accrual maximum. Unused personal leave and sick leave is forfeited upon termination.
- Full-time employees terminating employment have the right to purchase insurance at their own expense at the group rate in compliance with the Consolidation Omnibus Budget Reconciliation Act (COBRA).

### Voluntary Resignations:

- All employees are asked to give two weeks' notice of resignation, in writing.
- Department directors are asked to give 30 days' notice of resignation, in writing.
- During the resignation period, employees are expected to work their full schedule. Vacation or personal time not requested prior to resignation will not be approved after resignation was submitted.
- The company may request that an employee leave prior to their requested last day. The company is not obligated to pay employees through their notice period. Employees will be paid through their last day worked.
- Full-time employees will be paid for accrued but unused vacation, up to their annual accrual limit. Unused personal leave and sick leave is forfeited upon termination.
- Full-time employees terminating employment have the right to purchase insurance at their own expense at the group rate in compliance with the Consolidation Omnibus Budget Reconciliation Act (COBRA).

## **GRIEVANCE PROCEDURE**

If you have a question regarding work procedures, job duties, personnel policies or interpretations thereof, or any other matter regarding your employment with The Arc, you are encouraged to ask your immediate supervisor for assistance in better understanding the matter. Your immediate supervisor will provide you with a response within three (3) days of your contact. If you have further questions, you are encouraged to utilize an appropriate chain of command by then presenting the matter in writing to the appropriate Department Director, or the Human Resources Director. The Department Director or the Human Resources Director will respond to your concern within five (5) days of receipt of that written concern.

After following these steps, if you should continue to have concerns/questions regarding personnel matters that relate to you, then you may present your concerns in writing to the Executive Director. The Executive Director will follow-up with you within five (5) days.

In the event that you feel that the Executive Director does not satisfactorily resolve your concern, the final step in this process will be an opportunity for you to present your concerns to the Executive Committee of the Board of Directors. Again, your request must be timely and in writing. The Executive Committee will review your concern and all prior attempts at resolution and render a final decision that will be communicated to you in writing, within thirty (30). The decision of the Executive Committee is final.

Current employees, as necessary and appropriate, may utilize the above grievance procedure. It will not be applicable to situations involving involuntary separation from employment.

## **EMPLOYEE BENEFITS**

*Please refer to the Benefit Enrollment Guide or Summary Plan Descriptions found on the Paylocity Self-Service site, or you may visit Human Resources to obtain these documents.*

### **Life Insurance**

- Coverage is provided after an employee has attained regular full-time status. The Arc will pay the full cost of the premium.

### **Short-term Disability Insurance**

- Coverage is provided after an employee has attained regular full-time status. The Arc will pay the full cost of the premium.

### **Medical and Other Health and Welfare Benefit Plans**

- Coverage is provided for full-time employees, part-time employees in a package of 30 hours per week or more, part-time employees in the Transportation Department in a package of 25 hours per week or more, and variable hours employees who meet eligibility requirements in accordance with the employer-shared responsibility provisions of the Affordable Care Act. The Arc will pay a portion of the premium for employee coverage and dependents coverage for full-time employees, and a portion of the premium for employee only coverage for all other part-time and variable hours employees.

### **Retirement**

- A 403(b) Retirement Plan is available and all employees, with limited exceptions, are eligible to participate and make salary reduction contributions on the entry date immediately following date of hire. Eligibility for employer contributions is defined in our most current Summary Plan Description (SPD).

### **Travel Reimbursement**

- Staff members traveling on business for The Arc in their own vehicle will be reimbursed at the current approved rate and actual expense on all other travel items.
- Other necessary expenses incurred, such as transportation, meals, lodging, or telephone calls in connection with official duty while on a travel assignment are paid by The Arc, as per pre-approved budget and authorized by the Department Director.
- Properly executed vouchers will be required to support all reimbursements.

### **Tuition Reimbursement**

- To further staff development and professional growth, employees of The Arc are encouraged to pursue education that enhances their ability to perform the duties of their current position and qualify them for advancement within the organization. When certain criteria are met, The Arc will reimburse a portion of the employee's tuition expenses.
- Full-time employees who have been employed for at least three months will be eligible for tuition reimbursement consideration within the budget, provided funds are available.
- An employee applying for tuition reimbursement must show, to The Arc's satisfaction, that the course of study will enhance his/her ability to perform his/her current duties or qualify for advancement within the organization.
- An employee seeking tuition reimbursement must submit a request prior to the commencement of the course. The Executive Director, upon recommendation of the

Department Director, must approve all requests for tuition reimbursement.

- Upon completion of the course, the employee will submit the final grade report to his/her supervisor or Human Resources. Tuition will be reimbursed based on the grade achieved at the following rates:

<u>Final Grade</u>	<u>% of Tuition Reimbursed</u>
A	75% or maximum of \$350
B	70% or maximum of \$300
C	50% or maximum of \$175

- Employees must achieve a grade of "C" or better to be eligible for tuition reimbursement
- Acceptance of tuition reimbursement includes an agreement that the recipient will work at The Arc at least one year beyond the end of the course. In the event the person leaves The Arc prior to that time, the tuition reimbursement will be refunded to The Arc.

# **STATEMENTS OF POLICY**

## **CODE OF ETHICS**

It is the goal of The Arc Carroll County to provide an example for other human service, non-profit organizations, by establishing a high standard of performance, professionalism, and ethical conduct. The Arc Carroll County intends to create an environment that fosters ethical conduct, where no employee will ever feel the need to compromise personal integrity to help achieve the mission of the agency.

The Arc Carroll County Code of Ethics sets forth values, ethical principles and ethical standards to which The Arc Carroll County staff aspire and by which their actions can be judged. The Arc Carroll County Code of Ethics cannot guarantee ethical behavior. Moreover, the code of ethics cannot resolve all ethical issues, disputes, nor capture the richness and complexity involved in striving to make responsible choices within a moral community.

The Arc Carroll County Code of Ethics is relevant to all of The Arc Carroll County's Board of Directors, staff, volunteers, and consultants, regardless of their professional functions, the settings in which they work, or the population they serve. While working under The Arc Carroll County's Code of Ethics, the staff, volunteers and consultants must be conscientious, committed and honest in their work as well as in aspects of their private lives that are related to their respective jobs in the organization.

The Arc Carroll County pledges to set the standard for professional conduct by acting with integrity. We know that acting with integrity builds credibility, both within the organization and throughout the communities within which we operate. A reputation for integrity is a significant corporate asset. The Arc Carroll County Board of Directors and the executive staff are committed to making The Arc Carroll County the most valued Arc in our field. We will accomplish this by saying what we mean, doing what we say and making a positive difference in the lives of the people we serve.

The Arc Carroll County will be accountable to the public by demonstrating the highest standards of personal and corporate integrity, fairness, honesty and compliance with both the spirit and the letter of the law. The Arc Carroll County aims to set the standard for ethical conduct by subscribing to the established Codes of Ethics for social workers, certified rehabilitation counselors, certified public accountants, and other relevant professions. Beyond this, The Arc Carroll County endorses five basic principles:

### **I. Honesty**

To be truthful in all our endeavors, to be honest and forthright with one another and with our individuals, referral sources, and community partners.

### **II. Respect**

To treat one another with dignity and fairness, appreciating the diversity of our work force the uniqueness of each employee, and the confidentiality of each individual served.

### **III. Trust**

To build confidence through teamwork and open, candid communication at all levels of the organization.

### **IV. Citizenship**

To obey the laws of the land, work to make our communities more productive, and act with pride and confidence as a representative of The Arc Carroll County.

### **V. Integrity**

To apply the standard of integrity to all we do as related to: our staff, The Arc Carroll County Board of Directors, volunteers, financial practices, marketing activities, individual services, referral/funding source interests, and other stakeholders' issues.

The following examples provide a framework within which The Arc Carroll County applies the foregoing standard:

#### **Treat in an Ethical Manner Those to Whom The Arc Carroll County has an Obligation.**

We are committed to the ethical treatment of those to whom we have an obligation. For our employees we are committed to honesty, just management, and fairness providing a safe and healthy environment, opportunity for career growth, and respecting the dignity due everyone.

For our individuals, families, and guardians we are committed to respect, concern, courtesy, and responsiveness recognizing that service to them is our primary responsibility.

For our customers we are committed to produce reliable products and individual-driven services, delivered in a timely manner, at a fair price, and with expected outcomes.

For the communities in which we live and work, we are committed to acting as concerned and responsible neighbors as we seek ways to share The Arc Carroll County's mission with others, reflecting all aspects of good citizenship.

For our funding sources and governing authorities we are committed to pursuing financial stability, sound growth and to exercising prudence in the use of our assets in a manner that helps promote the improvement of programs and services to persons with disabilities.

#### **Obey the Law**

We will conduct our business in accordance with all applicable laws and regulations. Compliance with the law does not comprise our entire ethical responsibility. Rather, it is a minimum, absolutely essential condition for performance of our duties.

## **Promote a Positive Work Environment**

All employees want and deserve a workplace where they feel respected, satisfied, and appreciated. Harassment or discrimination of any kind and especially involving race, color, religion, gender, age, sexual orientation, national origin, disability, and veteran or marital status is unacceptable in our workplace environment.

Providing an environment that supports the honesty, integrity, respect, trust, responsibility, and citizenship of every employee permits us the opportunity to achieve excellence in our workplace. While everyone who works for The Arc Carroll County must contribute to the creation and maintenance of such an environment, our executive and management personnel assume responsibility for fostering a context for work that will bring out the best in all of us.

## **Work Safely: Protect Yourself and Your Fellow Employees**

We are committed to providing a drug-free, safe, and healthy work environment. Each of us is responsible for compliance with environmental, health, and safety laws and regulations. Observe posted warnings and regulations. Report immediately to the appropriate management staff person any accident or injury sustained on the job, or any environmental or safety concern you may have.

## **Keep Accurate and Complete Records**

We must maintain accurate and complete records. Transactions between The Arc Carroll County and outside individuals and organizations must be promptly and accurately entered in our books in accordance with generally accepted accounting practices and principles. Entries into the case record must be made in a timely manner and reflect the desires and preferences of the persons receiving services, the services provided in response, and the actual outcomes achieved. Financial records and case record information must be treated with strict confidentiality. No one should rationalize or even consider misrepresenting facts, falsifying records, or compromising confidentiality. It is illegal, will not be tolerated, and will result in disciplinary action. In addition, a third party should witness all documents to the extent that one is available; if a third party is not available, then the staff person soliciting the signature will witness the document signing in acknowledgement that they have reviewed the content with the person.

## **Steer Clear of Conflicts of Interest**

Playing favorites or having conflicts of interest, in practice or in appearance, runs counter to the fair treatment to which we are all entitled. Avoid any relationship, influence, or activity that might impair, or even appear to impair, your ability to make objective and fair decisions when performing your job. When in doubt, share the facts of the situation with your supervisor.

## **Fraud**

Management is responsible for the detection and prevention of fraud, misappropriations, and other inappropriate conduct. Fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it to his or her injury.

Acts constituting fraud include, but are not limited to:

- Any dishonest or fraudulent act

- Forgery or alteration of any document or account belonging to the Company, including checks, bank drafts and other financial documents
- Misappropriation of funds, securities, supplies or assets
- Impropriety in the handling or reporting of money or financial transactions
- Profiteering as a result of insider knowledge of Company activities
- Disclosing confidential and proprietary information to outside parties
- Accepting or seeking anything of material value from contractors, vendors or persons providing services to the Company. Exceptions: gifts less than \$50 in value, and
- Destruction, removal or inappropriate use of records, furniture, fixtures and equipment.

The Executive Director has the primary responsibility for the investigation of all suspected fraudulent acts. If the investigation substantiates that fraudulent acts have occurred he will issue reports to appropriate management personnel, and, if appropriate to the Board of Directors.

Decisions to prosecute or refer the examination results to the appropriate law enforcement and/or regulatory agencies for independent investigation will be made in conjunction with legal counsel and senior management, as will final decisions on disposition of the case.

Any employee who suspects dishonest or fraudulent activity should notify the Executive Director immediately and should not attempt to investigate the matter personally. All information will be treated confidentially. While the matter is under investigation, the employee should not discuss the matter with anyone other than the Executive Director or any person he may designate.

No action will be taken against an employee who, in good faith and with reasonable grounds, merely reports suspected fraudulent activity.

If an investigation results in a recommendation to terminate an individual engaged or complicit in fraudulent activity, the matter will be reviewed by the Human Resources Director and outside counsel before any action is taken.

## **Marketing**

The Arc Carroll County will act responsibly in developing advertising and promotional opportunities so that the objective will advance The Arc and its mission. All outreach materials and efforts will be accurate and truthful in its representation of the organization and anyone portrayed in them. The Arc of Carroll will respect the privacy and dignity of all people receiving supports, family members and donors in all marketing, promotional and outreach efforts.

### *How we respect people receiving supports and their families*

- People receiving supports and their families will be represented in a positive light in all marketing and outreach materials used to promote The Arc Carroll County. They will not be exploited or portrayed in such a way as to generate sympathy or pity.
- People receiving supports and their families can be assured that confidential information regarding their relationship with The Arc will be protected.
- The Arc will have or will obtain permission to use the images or likenesses of people receiving supports and/or their families in marketing or promotional materials.

## *How we respect donors*

- Gifts will be used for the purposes for which they were given. Donors will receive prompt and truthful answers to any questions they have when making a donation.
- Donors will receive appropriate acknowledgement and recognition. Donors may request that their names be deleted from any public recognition.
- Confidential information regarding individual donors and their gifts will be protected.
- Gifts will be processed expediently and all funds will be handled in an appropriate manner.

## **Personal Fundraising**

The Arc provides numerous resources for all employees to assist them in the conduct of business. These include, but are not limited to, office equipment and office resources. These resources are the property of The Arc. Therefore, they are to be used for the conduct of business of The Arc, and not for personal business.

The use of The Arc's telephone during business hours for personal calls is not prohibited, but it is important that such calls be kept to a minimum. Employees are prohibited from charging personal long distance calls on agency phones. Employees residing in The Arc homes will be billed for their personal long-distance calls.

## **Use of Personal Property**

The use of personal cell phones at work, during business hours, is to be kept to a bare minimum, preferably in emergency situations only.

Employees are requested to have their personal mail sent to their home address.

When personal mail is received at the office, care will be taken to deliver it to the addressee unopened; however, The Arc can assume no responsibility for personal mail.

## **Setting Boundaries**

All relationships between supervisors, employees, and people receiving support shall be maintained in a professional manner.

## **Gift/Donation Acceptance**

Any gift or donation with a value estimated up to \$10,000 may be accepted by the executive director or his/her designee. A value that exceeds \$10,000 needs to be approved by the board of directors. Gifts or donations that cannot be valued through readily available sources may be subject to a valuation by a qualified third party. Gifts or donations that are viewed as not in keeping with The Arc's mission or are determined as not in the best interests of The Arc may be declined.

Acknowledgement of all gifts or donations must follow IRS procedures. Furthermore, all gifts or donations and acknowledgements must adhere to the Association of Fundraising Bill of Donor Rights, which is approved by the board of directors.

## **Mechanism to Address Violations of Ethics**

Any allegation of violation of The Arc Carroll County's standards for integrity will be taken seriously and thoroughly investigated by the appropriate executive staff member or governing authority.

Investigations of allegations will be initiated within five (5) days of receipt of the allegation.

In those situations where a potential breach of an established professional Code of Ethics may have occurred, the allegation will be reported in writing to the Executive Director within five (5) days and The Arc Carroll County's Board of Directors will be notified of the allegation within fifteen (15) days of notification of the Executive Director.

Any investigation will be completed within thirty (30) days of initiation with results reported to The Arc Carroll County's Board of Directors within ten (10) days of the completion of the investigation

## **CORE VALUES**

### **Our Vision**

We are a leading organization that champions for and supports people with developmental disabilities, while cultivating relationships that enrich our community.

### **Our Values**

***Innovation*** – our founders pioneered the opportunities that exist today for people with developmental disabilities. We build on their courageous tradition of innovation and creativity in the design and delivery of our services.

***Integrity*** – we operate with integrity in all that we do—as a service provider, as an employer, and as members of our community.

***Respect*** – we treat everyone with respect. Dignity, choice, ability, privacy and opinion are fundamental principles of who we are.

***Quality*** – we embrace the highest standards in all that we do. Quality in service and character drives our actions and attitudes.

***Caring*** – we act with a genuine spirit of caring. A sincere interest in and concern for the complete well-being of all people define our actions.

### **Our Purpose**

To support people in their individual pursuit of a fulfilling life.

## **EMPLOYEE CONFIDENTIALITY AGREEMENT**

In consideration of my employment by The Arc Carroll County, Inc. ("Company"), a Maryland corporation with its principal offices located at 180 Kriders Church Road, Westminster, Maryland 21158, and in recognition that (i) as an employee of the Company, I will have access to Confidential Information (defined in Section 2), customer and vendor information, and corporate opportunities of the Company, I, \_\_\_\_\_ ("Employee") enter into this Confidentiality Agreement (hereinafter "Agreement") with the Company.

### **1. Recitals**

WHEREAS, the Company is engaged in the business of providing employment, housing, rehabilitation, and other services to persons with disabilities; and

WHEREAS, the Company desires to employ Employee, and Employee desires to be employed by the Company, to render services in accordance with the terms and conditions specified herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Employee, intending to be legally bound, agree as follows:

### **2. Definitions**

For the purposes of this Agreement, the following words shall have the following meanings:

"Company" means The Arc Carroll County, Inc., and its subsidiaries, divisions and affiliates, or their successors;

"Confidential Information" means information (i) disclosed to or known by the Employee as a consequence of or through Employee's employment with the Company, (ii) not generally known outside the Company, and (iii) which relates to the Company's business. "Confidential Information" shall include all client information, trade secrets, proprietary information, developments, products, methods, processes, designs, algorithms, concepts, research and other data or information (and any tangible evidence, record or representation thereof), whether prepared, conceived, or developed by an employee of the Company (including Employee) or received by the Company from an outside source, which is in the possession of the Company (whether or not the property of the Company) and which is maintained in confidence by the Company, including, but not limited to: (i) any and all employment, housing, medical, and other information regarding any and all individuals served by the Company; (ii) all technical and business information; (iii) all information relating to the design, manufacture, application, know-how, research, and development of the Company's products and services; (iv) sources of supply and material; (v) operating and other cost data; (vi) information relating to present, past, or prospective customers, customer lists, customer proposals, price lists, and data relating to pricing of products or services; and (vii) any other information not generally known in the industry, including specifically, all information contained in manuals, memoranda, formulae, plans, drawings, designs, specifications, supply sources, and records of the Company including without limitation that which is legended or otherwise identified by the Company as "Confidential Information."

Notwithstanding the foregoing, the term "Confidential Information" shall not apply to information

which the Company has voluntarily disclosed to the public without restriction or which has otherwise lawfully entered the public domain;

"Invention" means any new or useful art, discovery, contribution, finding, process, writings, software, techniques, and improvement whether or not patentable, and all related know-how which the Employee conceives, makes, and/or reduces to practice, either alone or in collaboration with another employee of the Company, or in collaboration with an outside contractor of the Company, or in collaboration with both Company employees and outside contractors of the Company;

"Copyright Works" are materials for which copyright protection may be obtained, including but not limited to: literary works, computer programs, artistic works (including designs, graphics, drawings, blueprints and other works), recordings, photographs, slides, motion pictures, and audiovisual works;

### **3. Intellectual Property**

#### **3.1 Notify Company**

Upon conception, all Inventions, Confidential Information, and Copyright Works shall become the property of the Company (or the United States Government where required by law) whether or not patent, trademark, or copyright applications are filed on the subject matter of the conception. Employee will communicate to the Company promptly and fully all Inventions, all Confidential Information (whether or not patentable or capable of being trademark or copyright protected), and Copyright Works made or conceived by Employee (whether made or conceived solely by Employee or jointly with others) during the period of Employee's employment with the Company: (i) which correspond to the business, work or investigations of the Company at the time of the conception; or (ii) which result from or are suggested by any work which Employee has performed or may perform, or on behalf of the Company; or (iii) which are developed, tested, improved or investigated either in part or entirely on the time for which Employee was paid by the Company, or using any resources of the Company.

#### **3.2 Assign Rights**

Employee agrees, during Employee's employment with the Company, to assign to the Company Employee's entire right, title, and interest in all Inventions, Confidential Information, trademarks, and Copyright Works: (i) which relate in any way to the actual or anticipated business of the Company, or (ii) which relate in any way to the actual or anticipated research or development of the Company, or (iii) which are suggested by or result from any tasks assigned to Employee on behalf of the Company. Employee also agrees to execute at any time during or after Employee's employment an assignment for each such Invention, Confidential Information, trademarks, and Copyright Work as the Company may request, and on such forms as the Company may provide. Employee will promptly and fully assist the Company during and subsequent to Employee's employment in every lawful way without reimbursement other than Employee's normal compensation as an employee of the Company, other than a reasonable payment for time involved in the event employment with the Company has terminated, but at the expense of the Company, to obtain for the benefit of the Company patent, trademark, copyright protection or other proprietary rights for Inventions, trademarks and Copyright Works, in any and all countries irrespective of whether Employee personally believes such Inventions, trademarks, and/or Copyright Works are patentable or protectable.

If the Company is unable because of the Employee's mental or physical incapacity, the Employee's unwillingness, or for any reason to secure the Employee's signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations covering Inventions or Copyright Works assigned to the Company, then the Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as the Employee's agent and attorney-in-fact, to act for and in the Employee's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by the Employee. The Employee hereby waives and quitclaims to the Company any and all claims, of any nature whatsoever, which the Employee now or may hereafter have for infringement of any patents or copyright resulting from any such application for letters patent or copyright registrations assigned hereunder to the Company.

### 3.3 Assignment After Termination

Employee recognizes that Inventions, Confidential Information, trademarks, and Copyright Works relating to Employee's activities while working for the Company and conceived or made by Employee, alone or with others, within twelve months after termination of Employee's employment may have been conceived in significant part while employed by the Company. Accordingly, Employee agrees that such ideas, Inventions, Confidential Information, and Copyright Works shall be presumed to have been conceived during Employee's employment with the Company and are to be assigned to the Company unless and until Employee receives written permission to the contrary from the Company.

### 3.4 Rights in Copyrights

Unless otherwise agreed in writing by the Company, Copyright Works prepared by Employee (alone or jointly with others) within the scope of Employee's employment with the Company, shall be deemed a "work made for hire" under the copyright laws and shall be owned by the Company. Employee understands that the Company can only make any assignment or release of such works. Employee will do everything reasonably necessary to enable the Company or its nominee to protect the Company's (or its nominee's) rights in such works.

### 3.5 Assist In Preparation of Applications

Employee will promptly and fully assist, if requested by the Company, in the preparation and filing of a patent application, a trademark application, and a copyright application in any and all countries selected by the Company for such Inventions, trademarks and Copyright Works and will assign Employee's entire right, title and interest in and to such Inventions, trademarks, patent applications, Copyright Works, and copyright applications to enable any such applications to be prosecuted under the direction of the Company and to insure that any patent, trademark or copyright obtained thereon will issue to the Company.

After termination of employment, Employee shall continue to assist the Company in the preparation, filing and prosecution of a patent application, trademark application, or copyright application with reasonable reimbursement by the Company for the costs of the travel and time necessitated by such assistance.

### 3.6 Execute Documents

Employee will promptly sign any and all lawful papers, take all lawful oaths, and do all lawful acts, including giving testimony, requested by the Company, without cost to Employee and at the expense of the Company, in connection with any patent application, trademark application, and copyright application and patent, as well as any divisions, continuations, renewals, extensions, re-examinations or reissues of a patent or copyright. Such lawful papers include, but are not limited to, any and all powers, assignments and other papers deemed by the Company to be necessary or advisable in connection with the filing, prosecution, or maintenance of any such patent or copyright application, or in connection with the grant of any such patents or copyrights, or in connection with the transfer of any rights to the Invention or Copyright Work.

### 3.7 Keep Records

Employee will keep and maintain adequate and current written records of all Inventions, Confidential Information, and Copyright Works in the form of notes, sketches, drawings, reports, or other documents relating thereto, which records shall be and shall remain the exclusive property of the Company and shall be available to the Company at all times.

### 3.8 Return of Documents

All writings, records, and other documents and things containing any Inventions, Confidential Information, or Copyright Works in Employee's custody or possession shall be the exclusive property of the Company, shall not be copied and/or removed from the premises of the Company, except in pursuit of the business of the Company, and shall be delivered to the Company, without retaining any copies, upon the termination of Employee's employment or at any time as requested by the Company.

## 4. Confidential Information of the Company

### 4.1 No Unauthorized Disclosure or Use

While employed by the Company and thereafter, Employee shall not, directly or indirectly, use or disclose to anyone outside of the Company any Confidential Information other than pursuant to Employee's employment by and for the benefit of the Company.

### 4.2 Ownership of Confidential Information

Employee agrees that all originals and all copies of manuscripts, letters, notes, notebooks, reports, models, computer files and other materials containing, representing, evidencing, recording or constituting any Confidential Information (created by Employee or others) shall be the sole property of the Company or the property of third parties who lawfully disclosed the Confidential Information under obligations of confidentiality.

### 4.3 Third Party Confidential Information

Employee understands that the Company from time to time has in its possession information which is claimed by others to be proprietary or confidential, and which the Company has agreed or is under an obligation to keep confidential and not to disclose such confidential information to any person, firm or corporation (except as necessary to carry out work for the Company with the Company's agreement with such third party) or to use such Confidential Information for the benefit of

any party other than the Company or said third party (consistent with the Company's agreement with said third party).

**5. Confidential Information of Prior Employers**

5.1 Prior Conceptions

Employee represents and warrants that the attached list is a complete list of all inventions (patented or unpatented), trademarks, and Copyright Works, including a brief description thereof (without revealing any confidential or proprietary information of any other party), which Employee made or conceived prior to Employee's employment with the Company, and for which Employee claims ownership, or is in the physical possession of a former employer of Employee, and which are therefore excluded from the scope of this Agreement. If no such list is attached to this Agreement, the Employee represents that there are no such prior inventions (patented or unpatented), trademarks, or copyright works.

5.2 Prior Obligations

Employee understands that the Company does not desire to acquire from Employee any trade secrets, confidential business information, or other proprietary information that Employee may have acquired from others. Employee has informed the Company in the space below, of any (i) continuing obligations that Employee may have to any previous employers which requires Employee not to disclose information to the Company or compete with any such previous employers; and (ii) confidential information or developments which Employee claims as Employee's own or otherwise intends to exclude from this Agreement, because it was developed by Employee prior to the date of this Agreement. Employee understands that after execution of this Agreement, Employee shall have no right to exclude Confidential Information from this Agreement.

(If there are none, please enter the word "None." Attach additional pages as necessary.)

**NOTE:** For obligations not to disclose information to the Company or compete with any such previous employers give the date of such obligations, identify the parties owed such obligations, and the nature of the restriction. Please attach copies of any such written obligation(s) to this Agreement.

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**6. Covenant Not To Compete**

Employee agrees that Employee will not, during the course of employment or for a period of 12-months commencing upon the expiration of employment, voluntarily or involuntarily, directly or indirectly, anywhere in the State of Maryland, develop, or assist others to develop Inventions with functionality similar to the functionality of any Inventions developed or under development by the Company. However, Employee shall be permitted to engage in such proposed work or activity, and the Company shall furnish Employee written consent to that effect if Employee furnishes to the Company clear and convincing written evidence, including assurances from Employee and Employee's new employer, that the fulfillment of Employee's duties in such proposed work or activity for said new Employer would not cause Employee to disclose, base judgments upon, or use any such Confidential Information of the Company.

Following the expiration of said 12-month period, Employee shall continue to be obligated not to use or to disclose Confidential Information so long as the Confidential Information shall remain proprietary or protected as confidential or a trade secret. It is understood that the geographical area set forth in this covenant is divisible so that if this clause is invalid or unenforceable in an included geographic area, that area is severable and the clause remains in effect for the remaining included geographic areas in which the clause is valid.

**7. Inducement of Employees**

During Employee's employment by the Company and for a period of 24-months after date of termination of Employee, Employee shall not, directly or indirectly, induce, attempt to induce or aid others in inducing a salaried employee of the Company to accept employment or affiliation involving competitive work with another firm or corporation of which Employee is an employee, partner, consultant, or officer.

**8. Nonsolicitation of Business**

For a period of 24-months from the date of termination of employment, Employee will not divert or attempt to divert from the Company any business the Company has enjoyed or solicited from its customers during a period of 24-months prior to the date of termination of Employee.

**9. Right of Assignment**

The Company may assign this Agreement to a successor to all or substantially all of the business or assets of the Company, or of any division or part of the Company with which Employee shall be employed. This Agreement will continue to be in effect upon Employee's transfer from employment by the Company, to future re-employment by the Company, or by any subsidiary or affiliate or division thereof, or future successor of the Company on condition that a like agreement is in effect between such future employer and employees thereof.

**10. Miscellaneous**

10.1 Handbooks and Manuals

Any employee or consultant handbooks or procedure manuals of the Company shall not constitute a part of this Agreement with the Company, nor do such handbooks or manuals override this Agreement, in part or in whole. Such handbooks and manuals, if any, are meant only as guidelines for management and may be changed at any time without notice.

10.2 Employment at Will

This Agreement is not a contract of employment. Notwithstanding anything contained in this Agreement to the contrary, Employee's employment with the Company is at will.

# **WHISTLEBLOWER POLICY**

## **General**

The Arc Carroll County Inc. Code of Ethics requires directors, officers and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of the The Arc, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

The objectives of The Arc's Whistleblower Policy are to establish policies and procedures for:

- The submission of concerns regarding questionable accounting or auditing matters by employees, directors, officers, and other stakeholders of the organization, on a confidential and anonymous basis.
- The receipt, retention, and treatment of complaints received by the organization regarding accounting, internal controls, or auditing matters.
- The protection of directors, volunteers and employees reporting concerns from retaliatory actions.

## **Reporting Responsibility**

It is the responsibility of all directors, officers and employees to comply with the Code and to report violations or suspected violations in accordance with this Whistleblower Policy.

## **No Retaliation**

No director, officer or employee who in good faith reports a violation of the Code shall suffer harassment, retaliation or adverse employment consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within the The Arc prior to seeking resolution outside the organization.

## **Reporting Violations**

The Code addresses the Arc's open door policy and suggests that employees share their questions, concerns, suggestions or complaints with someone who can address them properly. In most cases, an employee's supervisor is in the best position to address an area of concern. However, if you are not comfortable speaking with your supervisor or you are not satisfied with your supervisor's response, you are encouraged to speak with our Director of Human Resources or anyone in management whom you are comfortable in approaching. Supervisors and managers are required to report suspected violations of the Code of Ethics to The Arc's management, who has specific and exclusive responsibility to investigate all reported violations. For suspected fraud, or when you are not satisfied or uncomfortable with following The Arc's open door policy, individuals should contact the Board of Directors directly.

## **Reporting Concerns**

### **Employees**

Employees should first discuss their concern with their immediate supervisor. If, after speaking with his or her supervisor, the individual continues to have reasonable grounds to believe the concern is valid, the individual should report the concern to the Director of Human Resources. In addition, if the individual is uncomfortable speaking with his or her supervisor, or the supervisor is a subject of the concern, the individual should report his or her concern directly to

the Director of Human Resources.

If the concern was reported verbally to the Director of Human Resources, the reporting individual, with assistance from the Director of Human Resources, shall reduce the concern to writing. The Director of Human Resources is required to promptly report the concern to the Financial committee of The Arc's Board of Directors and to management, who have specific and exclusive responsibility to investigate all concerns. If the Director of Human Resources, for any reason, does not promptly forward the concern to the Financial committee, the reporting individual should directly report the concern to the Financial committee. Contact information for the Financial committee may be obtained through the Human Resources Department. Concerns may also be submitted anonymously. Such anonymous concerns should be in writing and sent directly to the Financial committee.

#### Directors and Other Volunteers

Directors and other volunteers should submit concerns in writing directly to the Financial committee. Contact information for the Financial committee may be obtained from our Comptroller or from the Director of Human Resources.

### *(1) Accounting and Auditing Matters*

The financial committee of the board of directors shall address all reported concerns or complaints regarding corporate accounting practices, internal controls or auditing.

#### **(a) Acting in Good Faith**

Anyone filing a complaint concerning a violation or suspected violation of the Code must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of the Code. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

#### **(i) Confidentiality**

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. The Arc's ability to conduct an adequate investigation may be hindered if a complainant wishes to remain anonymous. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

#### **(a) Handling of Reported Violations**

Management will notify the sender, if that person is known, and acknowledge receipt of the reported violation or suspected violation within five (5) business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

In those situations where a potential violation may have occurred, the allegation will be reported in writing to the Executive Director within five (5) days and The Arc Carroll County's Board of Directors will be notified of the allegation within fifteen (15) days of notification of the Executive Director.

Any investigation will be completed within thirty (30) days of initiation with results reported to The Arc Carroll County's Board of Directors within ten (10) days of the completion of the investigation.

## **EQUAL EMPLOYMENT OPPORTUNITY STATEMENT**

It is the policy of The Arc Carroll County, Inc., (hereafter referred to as The Arc) to employ and to advance in employment, any and every qualified disabled individual in accordance with the terms and conditions of the provisions of all applicable state and federal laws. As defined, a disabled individual is "any person who has a physical or mental impairment which substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment."

The Arc Carroll County is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state or local laws and ordinances. The Arc Carroll County's management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs and general treatment during employment.

The Arc will endeavor to make a reasonable accommodation of an otherwise qualified applicant or employee related to an individual's: physical or mental disability; sincerely held religious beliefs and practices; and/or any other reason required by applicable law, unless doing so would impose an undue hardship upon the Arc's business operations.

Any applicant or employee who needs an accommodation in order to perform the essential functions of the job should contact Director of Human Resources to request such an accommodation. The individual should specify what accommodation is needed to perform the job and submit supporting documentation explaining the basis for the requested accommodation, to the extent permitted and in accordance with applicable law. The Arc then will review and analyze the request, including engaging in an interactive process with the employee or applicant, to identify if such an accommodation can be made. The Arc will evaluate requested accommodations, and as appropriate, identify other possible accommodations, if any. The individual will be notified of The Arc's decision regarding the request within a reasonable period. The Arc treats all medical information submitted as part of the accommodation process in a confidential manner.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of Executive Director or Director of Human Resources. The Arc will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If employees feel they have been subjected to any such retaliation, they should contact Director of Human Resources. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

## **REASONABLE ACCOMMODATIONS FOR DISABILITIES DUE TO PREGNANCY**

The Reasonable Accommodations for Disabilities Due to Pregnancy Act requires Maryland employers to provide accommodations for employees who give notice of a disability "caused or contributed to by pregnancy," so long as the accommodations do not impose an undue hardship on the employer.

Specifically, a Maryland employer with 15 or more employees must explore "all possible means of providing the reasonable accommodation" for a disability caused or contributed to by an employee's pregnancy, including the following:

1. Changing the employee's job duties and/or work hours
2. Relocating the employee's work area
3. Providing mechanical or electrical aids
4. Providing leave
5. Transferring the employee to a less strenuous or less hazardous position for a period of time "up to the duration of the employee's pregnancy" if either of the following occurs
  - a. The employer has a policy, practice, or collective bargaining agreement requiring or authorizing the transfer of other temporarily disabled employees.
  - b. The employee's healthcare provider advises the transfer, and the transfer can be accomplished without (i) creating additional employment that the employer would not otherwise have created, (ii) discharging any employee, (iii) transferring any employee with more seniority than the pregnant employee, or (iv) promoting any employee who is not qualified to perform the job.

## **THREATS AND VIOLENCE**

The Arc Carroll County strives to maintain a safe work environment free from hostile, abusive, and /or criminal behavior, including intimidation, threats or violent acts. This includes, but is not limited to: intimidating, threatening or hostile behaviors, physical abuse, vandalism, arson, sabotage, use of weapons, carrying weapons of any kind on company property or company time, or any other act deemed applicable by the Executive Director and/or Board of Directors. Such an act or behavior will not be tolerated. Management of The Arc has the right to determine when an act or behavior is inappropriate in the workplace and the appropriate employment discipline.

Employees who feel they have been subjected to, or have witnessed, any of the behaviors listed above shall immediately report the incident to the Executive Director. All complaints will be investigated. Based on the results, disciplinary action may be taken against the offender, if appropriate. Employees are empowered to contact the proper law enforcement authorities without first informing management if they believe there is an immediate threat to the safety of others, and should then immediately notify management of the action taken.

The Arc has the right to search any property owned by The Arc, including computers, lockers, desks, any company vehicle, and residences owned by The Arc. If deemed necessary by management, the proper law enforcement authorities will be notified and permitted to join in the search.

Any illicit articles discovered will be secured and may be turned over to law enforcement authorities.

An employee found in possession of prohibited articles will be subject to disciplinary action up to and including discharge.

## **HARASSMENT**

The Arc is committed to a workplace free of discrimination and harassment based on race, color, religion, age, gender and sexual orientation, national origin, disability, marital status, status as a veteran, and any other protected basis, all as defined by applicable law. Harassment is considered a form of employee misconduct; therefore, any employee engaging in such behavior will be subject to disciplinary action up to and including termination.

This policy applies to all employees, and to customers, vendors, and other third parties with whom The Arc conducts business.

Offensive conduct and behavior may include, but is not limited to:

1. Verbal forms (includes written and spoken): graphic or degrading comments, epithets, slurs; jokes; advertisements; posters; cartoons; content in letters, notes, facsimiles, and e-mails, etc.
2. Non-verbal forms: gestures, unwelcome physical contact, etc.
3. Additional forms: unsolicited and unwelcome touching and sexual advances, requests for sexual favors, and other verbal or physical behavior of a sexual nature.

Such conduct will be considered a prohibited form of harassment if any of the following is true:

1. There is a promise or implied promise of preferential treatment or negative consequence regarding any aspect of employment decisions or status;
2. Such conduct has the effect of creating an intimidating, hostile, or offensive work environment, or unreasonably interferes with a person's work performance;
3. A third party is offended by the prohibited conduct or communication of others.

Employees who believe that they have been subject to harassment should immediately advise their immediate supervisor, the Department Director, the Executive Director, or the Human Resources Director. All such claims will be investigated promptly, and appropriate action will be taken.

Retaliation or attempted retaliation against an employee who files or responds to a bona fide complaint of discrimination or harassment, or who serves as a witness in such investigation, will be considered a violation of this Policy and subject to disciplinary action up to and including termination.

## **DRUG AND ALCOHOL-FREE WORKPLACE**

For the safety and productivity of employees and individuals served, The Arc maintains a workplace free of drugs and alcohol.

The Arc's drug and alcohol policy prohibits the possession, use, sale, purchase, unlawful manufacture, and distribution of any illicit drug(s), illicit controlled substance(s), or alcohol by any employee while at work or while on company premises. Employees who violate this policy shall be subject to disciplinary action as outlined below, up to and including discharge, at the sole discretion of management.

Employees, who think they may abuse drugs, including alcohol, are urged to seek help before their work is affected and disciplinary action must be taken. Information regarding available drug and alcohol counseling or rehabilitation is available to The Arc employees at their request.

The Arc will not hire or assign to work anyone known to currently abuse drugs or alcohol who is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program.

Employees joining The Arc will be given a pre-employment physical, which includes a drug and alcohol screen. Testing for the presence of drugs, including alcohol, will occur for cause, and also on a random basis at a rate of three (3) employees per month. All employees of The Arc will be included in the random testing that will be administered by the agency's designated medical facility.

Employees found to be in violation of this policy who have not had prior instances of violation while employed with The Arc may be offered, at management discretion, the option of receiving drug and/or alcohol abuse treatment as a condition of their continued employment, coordinated through a facility chosen by The Arc. Failure to follow all treatment recommendations will result in discharge from employment. Employees in violation of this policy for a second time, regardless of past or current treatment received, will be subject to discharge. Where state or local laws or regulations supersede this policy, The Arc will comply with those laws and/or regulations.

As a means of investigating violations of this drug and alcohol abuse policy, The Arc reserves the right to search property owned by The Arc, including desks, lockers, any company vehicle and residences owned by The Arc. The Arc also reserves the right to ask its employees to submit substances in their possession to analysis by a state certified laboratory.

An employee who refuses to comply with testing will be considered insubordinate and will be subject to disciplinary action up to and including termination.

The Arc will promptly inform the appropriate law enforcement agency of every drug and alcohol-related crime that occurs in the company's workplace if it has been observed or if there is reason to believe that a violation has occurred.

As a condition of employment and in compliance with Maryland Law, COMAR 21:11:08, employees of The Arc shall:

1. Abide by the terms of this statement of Drug and Alcohol Free Workplace;
2. Notify The Arc of any criminal drug or alcohol abuse conviction no later than five days after a

conviction.

3. Personnel transporting individuals in agency vehicles will be subject to the state law and regulations pertaining to student transportation. (COMAR 13A.06.07.08)

### Procedures for Testing

For Cause (Reasonable Suspicion). To determine the necessity of For Cause or Reasonable Suspicion Testing, the employee will be interviewed by the immediate supervisor and Department Director (or if unavailable, at least two supervisory personnel). If, as a result of the interview, the Department Director determines that there is cause for testing, the employee will be immediately sent for testing. Additionally, if supervisory or management staff become aware of information that indicates an employee may be in violation of this policy, the employee may be required to submit to drug/alcohol screening. The Director of Human Resources will be notified immediately.

Post-Accident: The test will be performed on all drivers after being involved in certain accidents, whether the accident was preventable or non-preventable. It is therefore imperative that the supervisor be notified whenever a driver is involved in an accident so that he/she can make sure the post-accident testing procedures are followed. Specimen collection and breath test must be completed within two hours after the accident.

A driver involved in an accident where one or more of the following occurs must have a drug test within two (2) hours of the accident and an alcohol test within two (2) hours of the accident:

1. Fatality
2. A citation is issued to the driver
3. A motor vehicle is towed away from the scene
4. Any person is taken from the accident scene by emergency rescue services personnel

Post-Accident testing must be completed as soon as possible after the accident, but in no case later than two (2) hours after the accident. Following the accident, the driver will go to an approved certified lab collection center designated by The Arc in order to have the urine, breathalyzer or blood test and/or other appropriate tests. If the driver requires hospital care, The Arc will make arrangements to assure that the appropriate tests are performed at the hospital.

### Positive Test Result:

1. Disciplinary action up to and including discharge. At management discretion, treatment may be offered or recommended in lieu of immediate disciplinary action.
2. Minimum five (5) day suspension without pay.
3. Second time positive - immediate termination.

### Testing Procedures

1. General: All drug and alcohol testing will be conducted by a state approved facility chosen by The Arc.
2. Pre-employment and random testing will be a urine screening; for cause testing will include urine, blood and/or Breathalyzer screening.
3. Consent/Release Forms: Employees to be tested will be requested to sign a consent/release form authorizing the drug and alcohol screening test and the release of the results of the test to The Arc. Refusal to sign such a consent/release will be considered to be the equivalent of

- refusing to submit to testing.
4. Transportation: Arrangements will be made to transport any employee who is believed to be under the influence of drugs or alcohol to the testing facility for testing, and/or to his/her home.
  5. Employees who refuse to submit to testing and/or sign a consent/release form may be subject to disciplinary action up to and including discharge.

#### Results of Test

1. The agency will determine on a case-by-case basis what action will be taken when an active employee, or an employee returning from a layoff or leave of absence, screens positive for illicit drugs and/or alcohol in their system for the first time.
2. The employee may be required to undergo rehabilitation at their own expense, including a residential rehabilitation program, or may be subject to disciplinary action up to and including discharge. An employee testing positive may also be subject to further drug and/or alcohol-screening tests as requested by the agency.
3. Employees who are required to submit to testing for reasonable suspicion may be placed on unpaid leave of absence pending the outcome of the analysis. If the analysis is negative, the employee will be paid for his/her leave time. If the analysis is positive, rehabilitative or disciplinary action may be initiated in accordance with this policy.
4. Employees testing positive may be referred for drug rehabilitation and counseling without pay until a determination is made by the agency as to the status of the employee. In addition, they will be subject to unannounced drug testing at a frequency and for a length of time to be determined by the Executive Director and the Human Resources Director.
5. Employees who successfully complete a recognized rehabilitation program will be reinstated under the terms set forth in the agency "Condition of Reinstatement Agreement."
6. Employees who screen positive for illicit drugs and/or alcohol a second time will be terminated immediately.

#### Employee Assistance Program

The Arc encourages any employee with a drug or alcohol problem to contact the Executive Director or Human Resources Director for assistance. The agency intends to assist employees and will refer such employees to an appropriate agency or clinic for professional assistance. All communications will be strictly confidential. Employees will not be subject to discipline on the first occasion on which they voluntarily acknowledge their drug or alcohol problems.

#### Continuation Provision

In the future, legislative, regulatory, and/or judicial action by government authority may conflict with or invalidate specific provisions of this policy. In that event, the remainder of the policy and all provisions not specifically invalidated by such legislation will remain in effect.

As with all policies, The Arc reserves its rights to modify or supplement this policy from time to time as may be necessary and appropriate either to meet the objectives of achieving a workplace and a work force free from drug use or to reflect changes required by law or regulation.

#### Condition of Continued Employment

If an employee is found to be in violation of the policy, he/she will be required to abide by the following conditions in order to continue employment with The Arc:

1. Participation and completion in a treatment program, if offered.
2. Compliance with all the program's requirements during treatment and continued compliance

following completion thereof.

3. Continued employment will be conditioned upon and subject to the reports issued by the treatment center and/or progress to date.
4. Following treatment, The Arc requires appropriate tests for drug and/or alcohol use on a periodic or random basis, or whenever supervisory personnel have reasonable suspicion or belief such testing is necessary.
5. Refusal to take such tests may result in immediate termination.
6. Previous job performance justifies close supervision for an extended period of time and such supervision will be conducted.
7. Requirement to meet all of The Arc's established standards of conduct and job performance and be subject to The Arc's disciplinary procedures for failure to meet such standards.
8. Subject to the terms of these conditions of continued employment after completion of the treatment program. Job performance and recovery process will be reviewed to determine whether the terms of this agreement will be modified or sustained.

Failure to meet any or all of the above requirements will constitute "just cause" for termination from The Arc.

Nothing contained herein shall be construed as a waiver of The Arc's rights to take normal disciplinary actions against any employee under existing policies and procedures for unsatisfactory work performance or misconduct. Use or treatment for use of drugs or alcohol shall not constitute a mitigating circumstance

## **OPERATIONAL STATEMENT OF NEGLECT AND ABUSE** **HANDLING CASES OF NEGLECT OR ABUSE OF INDIVIDUALS**

### Definitions

**ABUSE** --An abused individual is defined as one who has sustained any physical injury as a result of cruel and inhumane treatment or as a result of a malicious act or acts, or any sexual acts involving molestation or exploitation whether physical injuries are sustained or not, by a parent or other person who has the permanent or temporary responsibility for the supervision of the individual.

**NEGLECT** --A neglected individual is defined as one who has suffered or is suffering significant physical or mental harm or injury or who is living under conditions hazardous to the individual's physical or emotional health, well being, and development as a result of conditions created by the absence of the parent, guardian, or other person responsible for providing proper care and attention to the individual and the individual's problems.

### Legal Mandate

Maryland law makes it mandatory for "every health practitioner, educator, or social worker or law enforcement officer ... or any person ... who has reason to believe a child or alleged vulnerable adult is abused to report the situation to the local Department of Social Services. The phone number is 848-8880. Immunity is extended to those who report cases in good faith. Immunity is not granted for an abuser who makes a report or participates in the investigation or proceeding. The Department of Social Services is required by law to investigate all reports of neglect received from any individual, agency or organization.

Abuse and neglect are serious acts that should never be ignored or tolerated. In the same manner, allegations should not be made unless substantiated evidence exists to make such an allegation. For this reason, it is always best to confer with your supervisor on all cases involving neglect or abuse.

**Intervention:** For cases involving neglect or abuse on the part of The Arc, its staff, individuals served, or volunteers.

Every employee of The Arc who has reason to believe that an individual served by The Arc is the victim of abuse or neglect must immediately notify his/her supervisor and the Executive Director of The Arc. A copy of the agency's Incident Report Form must be completed by the reporting employee and submitted to the appropriate Program Director and Executive Director within 24 hours of the incident.

Upon notification of an alleged incident of neglect/abuse, the Executive Director will require

immediate interventions as necessary to protect the health, safety, and welfare of the alleged victim.

The Executive Director will report immediately all allegations of abuse/neglect to:

1. The appropriate law enforcement agency
2. The Developmental Disabilities Administration
3. The President of The Arc Board of Directors
4. The Maryland Disability Law Center
5. The Carroll County Department of Social Services

The Program Director or his/her designee shall investigate the matter immediately and shall provide written report to the Executive Director within 24 hours.

The Executive Director will initiate an investigation of the alleged incident of abuse/neglect as soon as the report has been made.

This internal investigation will include at a minimum:

1. determination of the nature, extent, and cause of the abuse;
2. The identify of the alleged abuser; and
3. Any other pertinent fact or matter.
4. The investigation will not interfere with any investigation conducted by the law enforcement agency of the DDA.
5. A written report of the findings of the internal investigation will be submitted within ten days to:
  - a. The Director of DDA
  - b. The complainant
  - c. The Maryland Disability Law Center
  - d. The President of The Arc Board of Directors
6. An appropriate plan of action will be submitted to the DDA within ten days. The plan will specify:
  - B. Actions to be taken to redress or correct situations of actual or potential abuse/neglect,
  - C. Actions to be taken to prevent similar situations from reoccurring.
  - D. Intervention: For cases that occur outside the agency to individuals for whom the agency has some responsibility
    - i. Refer your concern to your immediate supervisor. The supervisor will then notify the Executive Director's designee (Program Director) and report the case to the appropriate division of the Department of Social Services.
    - ii. The supervisor will then notify the reporting employee in writing that the case has been referred to the Department of Social Services.
    - iii. The Arc staff shall fully cooperate with the DSS investigation.
    - iv. If for any reason the supervisor does not report the case to DSS within a reasonable

- time period, report the incident directly to the Program Director.
- v. If for any reason the reporting employee is not satisfied with the Program Director's handling of the case, the employee should refer the case directly to DSS, utilizing the telephone number listed above.

## **POLICY OF LIVE-IN "FAMILY MEMBERS" AND/OR "SIGNIFICANT OTHERS" OF EMPLOYEES**

The Arc Carroll County has as its number one priority the quality of services that we offer our individuals. Hence, an obligation rests with every employee of The Arc to render honest, efficient and courteous performance of duties. Employees will, therefore, be responsible and held accountable for adhering to all policies to include the "Policy of Live-In Family Members and/or Significant Others of Employees."

It is the policy of The Arc that all Family Members and/or Significant Others of Employees who reside at the work location of an employee will be required to have an initial meeting with the Assistant Executive Director. It should be noted that the final decision to allow occupancy is at the discretion of The Arc. At the time the request for occupancy is made, the Family Member and/or Significant Other will be asked to supply the agency with the following:

1. Physical, to be paid for by the Employee
2. A physician's statement stating that the Significant Other and/or Other Family Members, including children, are free from communicable diseases, i.e., tuberculosis, etc.
3. All adult family members will complete drug testing and a criminal background check, to be paid for by the Employee.

Furthermore, it is the policy of The Arc that information about The Arc, individual it serves, parents, or employees should not be divulged to anyone other than persons who have a right to know or are authorized to receive such information. This does NOT include Family Members and/or Significant Others. When in doubt as to whether certain information is or is not confidential, prudence dictates that no disclosure be provided without first clearly establishing that such disclosure has been authorized by appropriate supervisory or management personnel. This basic policy of caution and discretion in the handling of confidential information extends to both external and internal disclosure.

Employees must recognize that The Arc may have an insurance liability for persons visiting any of The Arc business locations to include Assisted Living Units (ALU's). Therefore, it becomes necessary for The Arc to include within this policy the restrictions on business hours, and work location visitation, excluding suppliers, vendors, applicants, service coordinators, parents and relatives of individuals served, and DDA personnel.

Likewise, it shall be the policy of The Arc that friends, relatives, family members and/or significant others, or other unauthorized persons will not be permitted to visit an employee at the homes or apartments of the people receiving supports, during working hours or at work locations at all without the express permission of supervisory personnel. If warranted by the nature of an unforeseen visit, the employee may request taking an unscheduled break from work, providing required coverage is in place. The unscheduled break must occur away from The Arc work location, the time of which will be considered non-compensable. Under no circumstances may any direct support staff authorize a non-employee to perform his or her work assignment.

In addition, the Live-in Family Members and/or Significant Others shall have no access to agency vehicles and do not have the authorization to drive such vehicles. Likewise, no employee shall authorize any Family Member and/or Significant Other to drive an agency vehicle.

In reference to the Policy of Live-in Family Members and/or Significant Others of Employees, the agency will not discriminate in reference to gender, race, national origin, religion, or sexual preference. Please note that the employee will be held responsible for any actions of the Live-in Family Members and/or Significant Others. Therefore, failure of any Live-in Family Members and/or Significant Others to comply with the policy of The Arc could result in disciplinary action against the employee.

## **SERVICE OF SUBPOENA / SEARCH WARRANT POLICY**

### **Subpoena**

A subpoena is an order directing the recipient to appear and testify at a specific time and place. A subpoena duces tecum requires the recipient to produce certain documents listed in the subpoena on the date and time designated in the subpoena. A subpoena does not grant authority to search the premises. The following is The Arc's procedure for responding to a subpoena.

If the subpoena is directed to The Arc or any of its facilities or locations, the Executive Director (or the Assistant Executive Director) is the only person designated to accept service of a subpoena on behalf of The Arc.

### **Unannounced Appearance By Law Enforcement/Regulatory Personnel**

The Arc may be subject to appearance by various federal, state, and local regulatory agencies, law enforcement departments, and governmental agencies. If an individual from a governmental agency appears, please immediately contact the Executive Director. Unless the official presents a search warrant, personnel of The Arc are not to release any information, formally or informally, orally or documentary, without consulting with the Executive Director.

### **Search Warrant**

A search warrant is a written court order entitling law enforcement personnel to search a defined area and seize property described in the warrant.

If law enforcement personnel, state or federal agents present an employee with a search warrant the Executive Director (or the Assistant Executive Director) is to be notified immediately. Law enforcement personnel are to be informed that the Executive Director has been contacted and ask them to wait until the Executive Director arrives. If the agent will not wait, please comply with all directives from the law enforcement agent.

### **Procedure:**

- A. All law enforcement personnel, state and federal agents should be escorted to a conference room or private office. Immediately contact the Executive Director (or the Asst. Executive Director).
- B. Identify the agent in charge of executing the warrant. Ask for a business card or record the name, title, agency, and telephone number of the agent.
- C. Ask for a copy of the warrant and any affidavit submitted to the court to obtain the warrant.
- D. Have the agent identify the prosecutor by name and phone number, if that person is not indicated on the warrant. (The agent is acting at the direction of the prosecutor.)
- E. Inform the agent in charge that the Executive Director has been contacted and is on the way. Request the agent in charge not to proceed until the Executive Director arrives.

If agent will not wait for the Executive Director to arrive, take the following steps to monitor the search:

1. Carefully read the warrant.

2. Make sure a judge or magistrate has signed the warrant. If there is any discrepancy, notify the agent in charge.
3. Determine the scope of the warrant, the area to be searched and type of evidence to be seized. A Search Warrant permits the designated agent to search and seize property. If there is any discrepancy between the scope of the search document and the search actually conducted, notify the agent in charge. Offer to assist the agent in retrieving those documents or items that are the subject of the search.
4. Identify those essential employees that are knowledgeable and can assist in retrieving the documents, computer information, etc. Notify the agent in charge that key employees are available to ease the search with minimal disruption of business and that other employees not subject to the warrant, are permitted to leave.
5. Advise employees that persons executing the warrant may ask them questions.
6. Advise employees not to speak with an agent. They are not required to do so and should not do so outside of the presence of The Executive Director and/or counsel for The Arc.
7. Monitor the search, but do not impede or obstruct.
8. Photocopy and/or record in detail each item seized.
9. Agents sometimes number the rooms that they enter. Record the numbering scheme.
10. Request backup copies of all documents and computer disks, etc. before agents seize computers.
11. If agents attempt to seize privileged (e.g. attorney/client privileged communications) documents or other documents that you believe are outside the scope of the warrant, notify the agent in charge. Ask that the privileged material be segregated from the other materials and marked as "privileged".
12. The agent in charge will prepare an inventory of the items seized. Ask for a copy of that inventory before the agent leaves, but do not sign anything verifying the content or accuracy.
13. Instruct employees not to discuss the warrant or any related events with the press or employees other than the Executive Director or the Executive Director's designee.

## **DEDUCTIONS FROM PAY POLICY**

### **General Policy**

All deductions from an employee's wages shall be in accordance with applicable law and, when required, the employee's consent.

### **Procedures**

1. Deductions will be made from employees' wages for the following:
  - a. Social Security taxes
  - b. Federal and state income taxes
  - c. Amounts owed to The Arc
  - d. Government or court ordered deductions
  - e. Benefits offered by The Arc
2. Payroll deductions shall not be authorized for the purpose of collecting dues for membership or participation in any organization other than The Arc Carroll County, Inc.
3. Employees are to be notified of all deductions.
4. Employees shall be required to complete all applicable forms necessary for deductions as may be required by law; such forms include the federal W-4 and state tax forms. If an employee does not complete the appropriate form, e.g., the federal W-4, then deductions will be made in accordance with applicable law.
5. This policy is incorporated by extension into The Arc's employee handbook and policies and procedures manuals.

## **SOCIAL NETWORKING, PERSONAL WEBSITES AND BLOGGING POLICY**

The following guidelines apply to employee use of personal websites and blogging, including but not limited to, social networking media such as Facebook, Twitter, Vine, LinkedIn and dating websites, regardless of from where the sites are accessed. Employees should limit the use of social networking media while at work, and access social networking websites, if at all, only during work breaks. The intent is not to interfere with an employee's protected rights which The Arc understands may include engaging in certain social media postings related to working terms and conditions.

1. Employees are expected to comply with the Terms of Service of each site they use.
  - a. Use of social media for non-Arc business should not be conducted on work time. Limit your personal use of social media to non-working time, such as breaks and lunch periods. Be careful not to let personal social media use interfere with your job performance or the performance of others.
2. All policies of The Arc Carroll County, Inc. (e.g., harassment, discrimination, and employee conduct) apply to employee use of web-based communication and social networking media.
  - a. Employees should avoid posts that could be viewed as malicious, obscene, threatening or intimidating or that are offensive, demeaning, defamatory, or abusive.
  - b. Any posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or Arc policy will not be tolerated.
3. Supervisors should refrain from "friending" employees under their supervision.
4. No staff member may "friend" or accept "friend" requests from the people we serve or their families/caregivers.
5. Employees do not have authority to speak on behalf of The Arc Carroll County, Inc. when blogging or on social networking sites, unless specifically authorized to do so by the Executive Director or designee.
6. Unless authorized to speak on behalf of The Arc, when commenting about the organization include a disclaimer that the opinions provided are yours and do not represent the views of The Arc Carroll County, Inc.
7. Be professional and exercise good judgment. When you identify yourself, or you are identified, as an employee of The Arc within a social network, you are connected to other employees, individuals we serve, families and members of the community. Communicate online with respect for others. Remember that information shared via social media is generally public information that can easily be viewed by others. Exercise caution with regard to exaggeration, guesswork, obscenity, copyrighted materials, legal conclusions, and derogatory remarks or characterizations in any way related to The Arc, its services, clients, employees and others. Privacy settings on social media websites are no guarantee that your posts will remain private; once on the internet, nothing is truly or ever deleted.
8. Confidential/Proprietary Information: Confidential, proprietary, and non-released company, vendor or client information must stay out of social media channels. This includes but is not limited to information about or images of the people we serve, organizations associated with The Arc, organization finances or any other information that has not been publicly released by The Arc.

- a. Any photos or information related to Arc-sponsored events containing photos of or information about the people we serve shall only be released for public display through our development director.
9. Logos/Trademarks: Never use The Arc's logo or proprietary graphics or photographs of The Arc's clients or properties for non-business-related purposes without permission.
10. Other Images: Due to obligations concerning maintaining confidentiality of the people we serve, do not post images of the inside of any Arc-owned facility or residence without expressed written approval from senior management; this would include any home in which we provide supports and services. Do not reveal the location of any Arc-owned home, or home where supports and services are provided.
11. Do not conduct business for The Arc Carroll County, Inc. on social networking sites without prior management approval.
12. Employees have no expectation of privacy when posting information on the internet. The Arc Carroll County, Inc. reserves the right to monitor public internet use by employees when on work time and/or on Arc-owned equipment.
13. Questions about appropriate activity should be raised with a supervisor or the director of Human Resources.
14. Failure to follow the policies of The Arc Carroll County, Inc. will result in discipline, up to and including the termination of employment.

## **SOLICITATION POLICY**

### **General Policy Statement**

The Arc Carroll County, Inc. does not permit the solicitation of our employees by non-employees for any purpose. This applies to our main facility, as well as any property owned and operated by The Arc, including all residential properties.

### **Guidelines**

Solicitation is defined as, but not limited to, requests to purchase or sell items or services, donate money, time, services or provide information and the distribution and posting of materials by any non-employee or organization.

The sole exceptions to this policy are charitable and community activities supported by The Arc Carroll County, Inc. and programs sponsored by and related to the services provided by The Arc Carroll County, Inc. and approved by management.

***Solicitation.** In line with this general non-solicitation policy, e-mail must not be used to solicit for outside business ventures, personal parties, social meetings, charities, membership in any organization, political causes, religious causes, or other matters not connected to The Arc's business.*

This policy is incorporated by extension into The Arc's employee handbook and policies and procedures manuals.

## **FRAUD, WASTE AND ABUSE POLICY**

### **Purpose**

The Arc Carroll County will be compliant with applicable federal and state laws, and the program requirements of federal and state health plans concerning fraud, waste and abuse. The Deficit Reduction Action of 2005 (DRA) requires that any entity receiving or making annual Medicaid payments exceeding \$5 million establish and disseminate to all of its employees and contractors written policies that set forth the entity's policies and procedures for preventing and detecting fraud, waste, and abuse in federal health care programs and that describe the federal and state false claims laws.

This document summarizes The Arc's existing policies and associated procedures for detecting and preventing fraud, waste and abuse, including how to report concerns internally. It also provides an overview of applicable federal and state laws used by the government to enforce compliance with federal and state health care program requirements, including the Federal and Criminal False Claims Act and the Program Fraud Civil Remedies Act, and the Maryland Medicaid Fraud Prevention Law.

### **Policy**

The Arc Carroll County is committed to complying with all applicable laws and regulations. The Arc Carroll County supports the efforts of federal and state authorities in identifying incidents of fraud, waste, and abuse and has the necessary procedures in place to prevent and detect fraud, waste, and abuse.

All employees, contractors, and agents must conduct themselves in an ethical and legal manner as defined in The Arc's Code of Ethics, our Employee Handbook and our Policies and Procedures Manual.

All employees, contractors, and agents are responsible for reporting potential or suspected incidents of fraud and abuse and other wrongdoing.

The Executive Director of The Arc Carroll County, in consultation with legal counsel, has responsibility for receiving and acting upon all information suggesting the existence of possible fraud, waste abuse or other wrongdoing and for directing all investigations arising from this information.

### **Procedures**

The Arc Carroll County has implemented a number of procedures that are used to assist in its efforts to prevent and detect violations of federal and state health care program requirements and The Arc's own policies and procedures, including the following:

All Arc employees receive our Employee Handbook and all related policies during new employee orientation. Signatures are obtained signifying receipt of such material.

*Reporting Procedures* The Arc Carroll County has a reporting procedure that encourages employees, contractors and agents to report problems and concerns. All employees, contractors and agents are responsible for reporting potential or suspected incidents of fraud and abuse or other wrongdoing by discussing the question or concern with their direct supervisor, contacting a member of utilizing the

complaint form on our website. Please refer to the Whistleblower Policy and the Code of Ethics for specific information concerning reporting of and response to reports of fraud, waste or abuse.

*Whistleblower Policy.* No director, officer or employee who in good faith reports a violation of this or other policies shall suffer harassment, retaliation or adverse employment consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within the The Arc prior to seeking resolution outside the organization.

*Cooperation with Investigations.* It is The Arc's policy to cooperate with federal and state agencies that conduct healthcare fraud and abuse investigations.

*Pre-Screening of Employees and Contractors* The Arc Carroll County employees and contractors are subjected to a screening against the Medicaid Fraud exclusion list prior to their employment or providing services to The Arc. Additionally, all existing employees and contractors are subjected to ongoing screening on a monthly basis against List of Excluded Individuals and Entities (LEIE).

### **Federal and State Laws**

In addition to The Arc's own compliance policies and procedures to prevent and detect violations of federal and state health care program requirements, the federal government and the State of Maryland have also enacted criminal, civil, and administrative laws that prohibit the submission of false or fraudulent claims and the making of false statements to the federal and state governments. These laws contain various criminal, civil, and administrative penalties and provide governmental authorities with broad authority to investigate allegations of fraud, waste, and abuse and to enforce compliance with federal and state health care program requirements.

#### **Federal Laws**

The federal False Claims Act and the Program Fraud Civil Remedies Act of 1986 are the primary federal laws used by the federal government to enforce compliance with federal health care program requirements.

*The False Claims Act.* The False Claims Act ("FCA") provides, in pertinent part, that:

(a) Any person who (A) knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval; (B) knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim ; (C) conspires to commit a violation of subparagraph (A), (B), (D), (E), (F), or (G); (D) has possession, custody, or control of property or money used, or to be used, by the Government and knowingly delivers, or causes to be delivered, less than all of that money or property; (E) is authorized to make or deliver a document certifying receipt of property used, or to be used, by the Government and, intending to defraud the Government, makes or delivers the receipt without completely knowing that the information on the receipt is true; (F) knowingly buys, or receives as a pledge of an obligation or debt, public property from an officer or employee of the Government, or a member of the Armed Forces, who lawfully may not sell or pledge property; or (G) knowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to pay or transmit money or property to the Government, or knowingly conceals or knowingly and improperly avoids or decreases an obligation to pay or transmit money or property to the Government is liable to the United States Government for a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 note; Public Law 104-410, plus 3 times the amount of damages which the Government sustains because of the act of that person . . . .

Definitions. For purposes of this section, (1) the terms "knowing" and "knowingly" (A) mean that a person, with respect to information- (i) has actual knowledge of the information (ii) acts in deliberate ignorance of the truth or falsity of the information; or (iii) acts in reckless disregard of the truth or falsity of the information; (B) require no proof of specific intent to defraud . While the False Claims Act imposes liability only when the claimant acts "knowingly," it does not require that the person submitting the claim have actual knowledge that the claim is false. A person who acts in reckless disregard or in deliberate ignorance of the truth or falsity of the information, also can be found liable under the Act. 31 U.S.C. 3729(b).

In sum, the False Claims Act imposes liability on any person who submits a claim to the federal government that he or she knows (or should know) is false. An example may be a physician who submits a bill to Medicare for medical services she knows she has not provided. The False Claims Act also imposes liability on an individual who may knowingly submit a false record in order to obtain payment from the government. An example of this may include a government contractor who submits records that he knows (or should know) are false and that indicate compliance with certain contractual or regulatory requirements. The third area of liability includes those instances in which someone may obtain money from the federal government to which he may not be entitled, and then uses false statements or records in order to retain the money. An example of this so-called "reverse false claim" may include a hospital that obtains interim payments from Medicare throughout the year, and then knowingly files a false cost report at the end of the year in order to avoid making a refund to the Medicare program. In addition to its substantive provisions, the FCA provides that private parties may bring an action on behalf of the United States. 31 U.S.C. 3730 (b). These private parties, known as "*qui tam* relators," may share in a percentage of the proceeds from an FCA action or settlement. Section 3730(d)(1) of the FCA provides, with some exceptions, that a *qui tam* relator, when the Government has intervened in the lawsuit, shall receive at least 15 percent but not more than 25 percent of the proceeds of the FCA action depending upon the extent to which the relator substantially contributed to the prosecution of the action. When the Government does not intervene, section 3730(d)(2) provides that the relator shall receive an amount that the court decides is reasonable and shall be not less than 25 percent and not more than 30 percent. The FCA provides protection to *qui tam* relators who are discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against in the terms and conditions of their employment as a result of their furtherance of an action under the FCA. 31 U.S.C. 3730(h). Remedies include reinstatement with comparable seniority as the *qui tam* relator would have had but for the discrimination, two times the amount of any back pay, interest on any back pay, and compensation for any special damages sustained as a result of the discrimination, including litigation costs and reasonable attorneys' fees.

*The Program Fraud Civil Remedies Act of 1986* - The Program Fraud Civil Remedies Act of 1986 is a statute that establishes an administrative remedy against any person who presents or causes to be presented a claim or written statement that the person knows or has reason to know is false, fictitious, or fraudulent due to an assertion or omission to certain federal agencies (including the U.S. Department of Health and Human Services). The Program Fraud Civil Remedies Act allows for penalties of \$5,000 per claim and an assessment of up to twice the amount of the original claim.

### State Laws

The *Maryland False Claims Act* is substantially similar to the Federal False Claims Act. The actions that trigger civil and criminal penalties un the Maryland FCA generally mirror those of the Federal FCA and including making a false statement or concealing information that affects the right to a Medicaid benefit or payment and conspiring to defraud the State by obtaining an unauthorized payment from the Medicaid program or its fiscal agent.

Like the Federal FCA, Included in the Maryland FCA are provisions that permit a whistleblower to alert state investigators about fraudulent actions, and allow the whistleblower to collect a portion of any damages recovered by the state. The private individual's share could be reduced or eliminated altogether, however, if the individual planned and initiated the activity upon which the lawsuit was based or if the individual is convicted of criminal conduct arising from his role in the illegal activity. The Maryland FCA also includes provisions to prevent employers from retaliating against employees for their involvement in Maryland FCA actions.

## **TECHNOLOGY USAGE POLICY**

The computer systems installed at the Arc's headquarters and at Arc-owned homes are company-owned properties. They have been purchased for business use by Arc staff and for therapeutic use for the individuals we support.

Data security is of the highest importance. Each machine has been carefully configured to meet specific needs and standards. Programs have been added to protect against viruses and spyware. Some functions of the computer are only compatible with specific versions of software. In addition, some products can prevent others from working properly, if at all. As such, **employees are prohibited from downloading, adding, changing, upgrading, modifying or deleting any programs or software on the computer, except as noted below. Changes may only be made by select personnel after receiving permission from the Director of Finance.**

The Arc has incurred substantial fees from our IT consultant as the direct result of employees making changes without permission, resulting in repeated service calls due to carelessness. It is critical that machines operate as designed—in the best interest of maintaining and securing the Arc's resources.

If an employee believes a change to a program is warranted, the employee should inform his/her immediate supervisor, who will discuss the suggestion with the Director of Finance. If the Director of Finance concludes that the change would benefit the Arc and the people we support, arrangements will be made for qualified personnel to make the change.

**Computer Usage:** the computer has been purchased for business use by Arc staff and for therapeutic use for the individuals we support. The Arc reserves the right to review, monitor and log all use of the agency's equipment, including but not limited to e-mail, file downloads and attachments, internet usage, website visits, chat groups, newsgroups, instant messaging, voice messaging and other future technology that may become available. As such, employees should have no expectation of privacy regarding anything they create, store, send or receive using the company's computer equipment.

Computer usage is monitored. By using company equipment, employees consent to review and monitoring, by the agency and those it designates, of their computer usage. Employees expressly waive any right of privacy regarding anything they create, store, send or receive using the company's computer equipment.

Employees are expected to use the computer for legitimate agency business purposes in a professional, lawful and ethical manner. While some minimal incidental personal use is permissible, as discussed below, abuse of the privilege cannot be accepted. Use of the computer for illegal or immoral activities is strictly prohibited. As a matter of policy, any data saved by an employee that relates to his/her personal affairs will immediately be deleted and the offending employee will be subject to discipline.

### **Personal Electronic Equipment:**

1. The Arc is not responsible for loss or damage to any employee-owned personal electronic devices, including, but not limited to, laptops, cell phones, I-pads, and other like items. Employees should carefully consider whether bringing such items to the workplace is necessary or appropriate.
2. Employees should not conduct personal business while working. The use of cell phones and other communication devices interferes with employee productivity, potentially puts individuals in jeopardy because employee attention is not on the individual and is distracting to

others. Examples of non-work-related actions include, but are not limited to, making or receiving personal phone calls, text messaging, and web-browsing.

3. Minimal, incidental use of personal electronic equipment for work-related business is acceptable.
4. Employees may not connect personal electronic equipment directly to the Arc's network or use personal electronic equipment to access the Arc's network without the express permission of the Arc. Examples of said equipment include, but are not limited to, personal laptops and Smart phones.

**Computer Access:** The computers are the property of the Arc. Designated approved supervisors therefore have the right to access the information contained on them. In the event of an employee's absence, it is occasionally necessary for a supervisor to access a computer. As such, each employee's user name and password must be kept current and on file in the Finance office. Requests for access by a supervisor should be made to the Director of Finance.

**Backup:** All data saved on the Arc's server, including e-mail, is backed up nightly. Data saved on the computer's hard drive (usually drive C: ) is NOT backed up. Therefore company data should only be saved on the network drive of the computer.

#### **Internet:**

1. Computer security is designed around using Microsoft's Internet Explorer. There are other internet browsers available, but each computer should have Microsoft's Internet Explorer as its default browser. Many computer issues are the result of employees changing the default to Firefox, Google Chrome or other browsers. **The use of anything other than Microsoft's Internet Explorer as the default browser is strictly prohibited.**

This does not mean employees cannot use Google (or other) as a search engine. It means that when Google, Firefox (or other) asks to make Chrome, Firefox (or other) the default internet browser, the answer must always be NO.

2. Downloading of information (including music, files or pictures) from the internet is forbidden without the written permission of the Director of Finance, in consultation with the technology committee. An exception may exist for downloading information for the benefit of the individuals we support, as addressed in the individual's IP plan. Only qualified personnel, as approved by the Director of Finance, may download the information.
3. Access to auction sites (e-Bay and the like) is prohibited.

**Spyware and anti-virus software:** We have installed anti-virus software on each computer. One of these products—Symantec, Norton AVG or Microsoft Essentials—runs automatically. In addition, to check for spyware, "Malwarebytes' Anti-Malware" should be run on a periodic basis, at minimum, monthly. When running the software, the system will automatically search for updates. If there is a newer version available, you have permission to download it. These are the only spyware and anti-virus software approved for use on Arc machines.

As new spyware and anti-virus software products become available, the IT consultant will advise when or if the Arc should switch products. Only the IT consultant may install new software products.

**Use of Internet during work breaks:** Employees may use the Internet for personal reasons only during work breaks. The policy on Social Networking, Personal Websites and Blogging, as adopted in the Employee Handbook, governs acceptable practices.

**Quality Check:** each computer has been scanned and updated to include only the approved software. If any unauthorized changes are made subsequent to this scan, the user to whom the computer has been assigned will be held accountable. In Arc-owned homes, that person is the RA. Employees are subject to discipline for unauthorized changes.

## **EXPENSE REIMBURSEMENT POLICY**

The individuals The Arc supports should have full access to and be able to participate in their community. It is their responsibility to pay for their own expenses.

We recognize that there are costs incurred for staff to engage in the activities along with the individual. Expecting staff to pay out-of-pocket for their portion of the activities places an unreasonable burden on them. It is presently The Arc's practice to reimburse staff for those costs. This reimbursement is subject to the regulations of our funders and must be guided by fiscally responsible spending practices. Care must be taken to ensure that the costs are reasonable and total expenditures for the individual remain within budget.

Except where noted, this policy applies to all programs offered by The Arc.

This policy applies as well when using an Arc-issued credit card, or if buying items/services from vendors with which The Arc has established credit. Staff will be required to reimburse The Arc for unauthorized purchases made via these methods.

In order for staff expenses to be reimbursed, proper documentation must be submitted. Required information includes the date, description of activity, start and end locations, mileage, and cost of each activity.

**Itemized receipts**, which include a listing of all items purchased, must be attached to the Residential Petty Cash Reimbursement Form or the Expense Report. A credit card receipt showing the total only is inadequate. Failure to provide an itemized receipt will result in the expense being disallowed. Expenses are reviewed by the program supervisor and the Deputy Executive Director for approval before being sent to Finance for processing.

Consideration of Expenses:

- Does the activity fulfill the individual's stated IP goals (to interact in the community alongside the general population)?
- Is the activity part of a class or program offering?
- Is the mileage/destination reasonable?
  - Mileage to/from staff's home at the start/end of shifts is a personal commuting expense and is not reimbursable.
  - Except for limited, pre-approved occasions, taking individuals to the staff's home during a shift is against policy. As such, mileage will not be reimbursed.
  - Mileage for "going for a drive" without a destination will only be reimbursable in cases where that activity is specifically included in an individual's IP.
- Has an itemized receipt, prepared by the vendor, been submitted?
- Do meal receipts fall within established limits?
  - Individual IP goals in Day, CLS, ED&C, and SE programs are aimed towards employment. Therefore staff will not be reimbursed for meals while working in this program.

- Drive-thru and carryout meals are strongly discouraged as they limit the community experience. Expenses for these will generally be denied unless there is adequate evidence in progress notes of a directly related public outing.
- Staff will be reimbursed for meal only if individual being served is also dining out at the same time.
- No alcohol
- Breakfast – not reimbursable
- Snacks – not reimbursable. Examples include: coffee or soft drinks (not part of a meal), pretzel, ice cream, popcorn, candy, etc.
- Lunch - \$8 max. (Lunch times run from 11 a.m. – 1 p.m.)
- Dinner - \$12 max. (Dinner times run from 5 p.m. – 8 p.m.)
- Special events, including those with a cost in excess of \$25 per person, require pre-approval from the program supervisor or Deputy Executive Director. This is to ensure that the individual has the means to pay for his share of the cost and that the total expenditures for the individual remain within budget.

It is not possible to list every possible situation or activity that may arise. As such, the Deputy Executive Director and the Director of Finance have discretion to approve or deny expenditures on a case-by-case basis. Denials may be the result of charges being made that are not appropriate for the program/individual or insufficient documentation being provided to support the request for reimbursement. Where uncertainty exists, it is in the staff's best interest to obtain approval for activity costs prior to undertaking the activity.

Expense Reports are due, along with timesheets, by 10:00 am on the Monday of payroll week. They are processed in Finance and paid on the Friday that alternates with payroll. Reimbursements are direct-deposited into staffs' bank accounts.

The rates used for reimbursement will be periodically reviewed by the Deputy Executive Director and the Director of Finance. Consideration will be given foremost to DDA regulations and then to the ability of The Arc to absorb the cost of expenditures.