

Financial Management Services Agency with Choice

Agency with Choice

Managing Employer Guide

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WELCOME

In choosing Agency with Choice as your Agency with Choice fiscal intermediary, we are now partners in the employment of your Self-Directed Employee(s). As this is a co-employment model, there are some responsibilities that will belong to Agency with Choice and some that will belong to you.

In the Agency with Choice model, Agency with Choice is considered the Employer-of Record and the Individual with the self-directing budget, or their Authorized Representative is considered the Managing Employer.

A Self-Directed Employee Guide has been given to your Self-Directed Employee (SDE) outlining policies and procedures that are expected of them. We are issuing this Managing Employer Guide to you to assist you in the day to day management of your SDE.

Agency with Choice prides itself on being one of the largest providers of services that enable individuals with disabilities or special needs and their families to live, learn, work and play in their communities. This is reflected in our Core Values:

• WARMTH • RESPECTFULNESS • EXPERTISE

We have been the premier provider of services that promote equality, dignity and independence to persons with disabilities in the State of New Jersey since 1948 and could not have done that without our dedicated employees. Each one of your Self-Directed Employees is a key component of our operations.

This Managing Employer Guide is an important reference regarding their employment and your co-employment relationship. This Guide may seem rather long, but we wanted to ensure that you understand what is expected of you as the Managing Employer and of Agency with Choice as the Employer of Record.

Should you have any questions regarding the policies and procedures set forth in this Guide, please feel free to contact our dedicated Customer Service Representatives at 1-800-471-3086.

Again, thank you for choosing Agency with Choice as your Agency with Choice provider and we look forward to providing you with any assistance you need in managing your Self-Directed Employee!

Sincerely,
Brian J. Fitzgerald,
President and CEO

SOME THINGS YOU NEED TO KNOW ABOUT THIS GUIDE

THIS IS IMPORTANT: PLEASE READ THIS SECTION

At all times, all employment with Agency with Choice is what is called “at will”. This means that either you, your SDE or Agency with Choice can end the employment relationship at any time, for any reason or for no reason, without cause or prior notice and without following any procedural requirements.

Your SDEs at-will employment status may not be changed by any Agency with Choice document or oral or written statement, with the exception of a written employment or other agreement authorized and signed by you or your managing employer and the Agency with Choice President/CEO and Chief Human Resources Officer.

In order to manage the organization and achieve our aims, we need flexibility to change what is not working and improve procedures as necessary. For that reason, as with all terms and conditions of your SDEs employment, the procedures, practices, policies, and benefits described in this Guide may be changed, altered or discontinued by Agency with Choice at any time, in its sole discretion, with or without notice. This Guide may only be changed by documents issued in writing and authorized by the President/CEO and Chief Human Resources Officer. We will endeavor to inform you (as the Managing Employer) and your SDE of any changes as they occur. We retain the sole discretion to apply the provisions of the Guide with flexibility, as Agency with Choice alone deems appropriate.

This Guide provides a general overview of the SDEs employee benefits. Nothing in this Guide should be construed as a guarantee of continued benefits or of benefits claims coverage. Please note that most decisions regarding coverage of claims are made solely by the applicable insurance carrier and not by Agency with Choice. We may eliminate or alter benefits at Agency with Choice’s discretion to the extent permitted by law. Eligibility to participate in our benefits programs is discretionary and based upon meeting certain employment requirements. Employees will not accrue eligibility for any benefits, rights, or privileges beyond the last day worked.

Having the policies set forth in this Guide allows us all to be on the same page with regard to what is expected. Policies establish agreements as to what we expect of your SDE and of you, as their Managing Employer, and what you can expect from us. While we expect our employees to be actively contributing to the services we deliver to our consumers, it sometimes happens that someone does not follow the rules and, if that employee violates one of the policies in this Guide, he or she may be subjected to corrective action, which depending upon the severity of the infraction, may include termination of employment.

All employment policies, whether written or oral, that existed prior to the issuance of this Guide are superseded and replaced by this Guide.

WHO WE ARE AS THE AGENCY WITH CHOICE:

The Fiscal Intermediary – Agency with Choice (AwC) is the employer of record of the staff the individual with a self-directing budget chooses to hire, outside of an agency. This individual or their Authorized Representative, is considered the Managing Employer. You are responsible for employing the SDE, training them in their responsibilities as described in the consumers Plan of Care. In this co-employment role, the Managing Employer informs the Support Coordinator and the AwC of any changes, approves timesheets and timesheet notes for each SDE they hire, arranges and schedules back up SDEs for vacations, holidays and absences due to illness, and works with AwC on all payroll or SDE employment issues.

For consistency we will refer to consumer/individual receiving services or their Authorized Representative- as - the **Managing Employer**, throughout this guide

This is a quick summary distinguishing the responsibilities you have as the Managing Employer, and Agency with Choice as the co-employer (employer of record).

AWC CO-EMPLOYMENT RESPONSIBILITIES GUIDE

Agency with Choice Responsibilities	Managing Employer Responsibilities
Directly assures compliance with legal requirements related to the employment of SDEs	Takes an active role in employing SDE's including: Interviewing, creating job descriptions, determining hourly rate, supervising the SDE
Offers support to individual consumer to perform the required manager related tasks themselves.	Assists the Support Coordinator (SC) in developing the Plan of Care (PoC) based on the Person-Centered Planning Tool and New Jersey Comprehensive Assessment Tool
Bills the Medicaid Program for services approved and authorized by the DDD	Trains the SDE in all aspects of the PoC
Pays SDEs and other non-Medicaid waiver service providers	Approves SDE timesheets and timesheet note
Performs all necessary withholdings as required by state and federal labor and tax laws, rules and regulations and meet the minimum qualifications established by the DDD.	Provides equal employment opportunities to all SDEs regardless of their race, creed, color, national origin, sex, disability, and marital status in all employment decisions, including, but not limited to: Recruitment, Hiring, Terminations, and All Other terms and conditions of employment.
Assure that SDEs providing services to the consumer, all meet standards and qualifications as established by DDD and the state.	Inform the Support Coordinator of any changes in status including: Individual's medical condition, address, phone number, and hospitalization
Maintain liability coverage: workers compensation insurance	Inform Agency with Choice of any SDE incident or injury so that legitimate claims are processed and the employee receives prompt attention and treatment as per worker's compensation rules.
Conducts, at least annually, individual satisfaction or Quality Control reviews, which are available to the DDD and the general Public	Arranges and schedules backup SDE coverage for vacations and absences due to illness
Obtains criminal background checks and performs all necessary required pre-employment and random screening on new and existing SDEs, as required.	Works with Agency with Choice on all payroll and SDE employment issues.
Ensures all training requirements are met	
Trains the SDE on documentation of services delivered, including date, time and service provided	
Maintain e-copies of SDEs documentation of delivery service	

HOW WE TREAT EACH OTHER

Equal Opportunity

We are proud that our employees come from diverse backgrounds. As the Managing Employer you should be aware of one of our core values, and to provide equal opportunity to all of your SDE's without regard to their age, gender, religion, race, color, national origin, marital status, sexual orientation, gender identity or expression, disability which is unrelated to the ability to perform essential job functions, unfavorable military discharge (except dishonorable), veteran status, marital status, parental status, genetic information, source of income or other legally protected category in accordance with applicable law, you are required to follow the core values in the process of recruiting and hiring your staff. All offices and facilities operating under Agency with Choice's auspices shall be in compliance with the Americans with Disabilities Act of 1990.

This policy applies to all employment decisions, policies and procedures and is to be followed in all personnel actions taken by Agency with Choice. No one is authorized to act contrary to this policy.

Harassment Prohibited

Consistent with our equal opportunity policy, we strive to provide a workplace free from harassment based on any of the protected characteristics described above, and we expect the same of you. Such conduct can be demeaning and degrading and can create a hostile working environment for your SDE's while working in your home. We advise you as the Managing Employer, to only hire and retain people who treat all of their colleagues and our consumers with respect. Prohibited harassment may include, but is not limited to:

- verbal conduct such as racial or ethnic epithets, derogatory jokes, comments, slurs, threats or unwanted sexual advances, invitations or comments related to a protected characteristic
- visual conduct such as posters, photography, e-mail, cartoons, drawings or gestures that are degrading because of a protected characteristic
- physical conduct such as assault, unwanted touching, or intimidation where such conduct is directed at a person because of a protected characteristic

Sexual harassment is a form of harassment that also will not be tolerated by Agency with Choice. Sexual harassment is any unwelcome sexual advance, request for sexual favor, verbal or physical conduct of a sexual nature, or other conduct directed to an employee because of his or her gender.

It is our policy to prohibit any type of harassing, demeaning or disrespectful behavior in the workplace, even if it is not unwanted by the recipient. Such behavior can offend others. For that reason, and out of respect for your workers, we prohibit any of this type of behavior. We expect our employees to treat each other and our consumers with the appropriate respect. And you should expect the same from your SDEs while working in your home.

Workplace Bullying Prohibited

Agency with Choice defines bullying as *"repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of*

work and/or in the course of employment". Such behavior violates Agency with Choice Code of Ethics which clearly states that all employees will be treated with dignity and respect.

The purpose of this policy is to communicate to you, as the Managing Employer of your SDEs, that Agency with Choice will not in any instance tolerate bullying behavior. An SDE in violation of this policy will be disciplined, up to and including termination.

The SDE Guide further explains the various types of behavior, that identifies with Bullying (such as Verbal, Physical, Gesture Bullying, and Exclusion) It must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant, and will not be given consideration when determining appropriate discipline.

If you have concerns that there is evidence of bullying in regards to your SDE, please contact our Customer Service Representatives, to assist you with this matter.

Reasonable Accommodation for Disabilities and Religious Practices

Just as we are committed to providing our consumers with disabilities opportunities to succeed, we are equally committed to providing reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position. If your SDE has a disability and requires an accommodation, they've been instructed to speak to you as their Managing Employer.

Other reasonable accommodations may also be available with respect to legally-protected issues, such as to accommodate an employee's religious practices, including, but not limited to, time off for the observance of holy days or prayer or modification of dress code. If you have questions about such requests from you SDE regarding the provision of accommodations, please contact our Customer Service Representatives at 800-471-3086.

Retaliation Prohibited

The Employee Guide that your SDE received, states that you, as their Managing Employer cannot retaliate for any reason, regarding any issue, including complaints about any workplace issues, complaints of discrimination and/or harassment, legally protected whistleblowing activities or other workplace concerns. Agency with Choice prohibits retaliation against employees who participate in any Agency with Choice investigation, and who engage in other types of protected activity.

Disciplining, changing work assignments of, providing inaccurate work information to, or refusing to cooperate or discuss work-related matters with any employee because that employee has complained about or resisted discrimination, harassment or retaliation, or because the employee has made other workplace complaints or participated in workplace investigations, will not be tolerated. Any person engaged in retaliatory conduct, whether it's an SDE or a Managing Employer, may be in violation of this policy, and corrective measure will be taken.

Employee Protected Activities

We value your opinion and the opinion of your SDE. Nothing in this Guide is intended to prevent or discourage any employee from attempting to improve the terms and conditions of his or her employment by discussing these issues with other employees or working or gathering together with other employees to discuss and address

working conditions. All employees have legal rights to take these types of 'concerted protected activities' which are protected by the National Labor Relations Act. No employee will be disciplined, discharged or retaliated against for engaging in these legally protected activities.

Solving Our Issues Through an Open Door

We maintain an "open door" policy and want you to feel free to communicate with us about any of your SDEs work-related issues that are on your mind. If you encounter a working problem with your SDE, most of the time you will find that you are able to resolve work-related concerns by talking openly with those who are directly involved. One-on-one discussion is usually the best way to clear up misunderstandings. But when a problem is more serious, or particularly sensitive, or your efforts have not completely resolved the issues, other resources are available.

Talking with your SDE is often the most logical approach to resolving a problem. Of course, if you are not able to resolve an employment/work related issue with your SDE, there are other resources available to you. Please contact our Customer Service Representatives for more information.

Reporting Non-Compliance

Your staff has been informed in their Guide and you should know that we are governed by state and federal regulations with regard to the care and services we provide. Although we pride ourselves on excellent care, it may happen that someone is not following the rules. It is up to us all to ensure the rules are followed and our consumers are protected. If you have information about suspected criminal activities or violations of business conduct policies, report any suspicions to our Customer Service Representatives by calling 800-471-8086.

SELF-DIRECTED EMPLOYEE RECORDS/HIRING

Application/New Hire Information

We rely upon the accuracy of information presented throughout the hiring process and during employment, including but not limited to information provided in the application for employment, pre-hire information, and new hire documents. Any misrepresentations, falsifications or material omissions in any of this information or data, or other information or data provided during employment, may result in the individual being excluded from further consideration for employment, and if any falsified, inaccurate or misleading data is discovered after employment has begun, may result in termination of employment.

Agency with Choice reserves the right to dismiss an employee at any time during the pre-employment process or after employment should there be discovery of falsification of any documents, information on the application, credentials or failure to pass any elements of a thorough background check, including behavior inconsistent with an employee of Agency with Choice.

Training Requirements

Agency with Choice is committed to ensuring that all employees meet regulatory compliance with state mandates and service requirements and will provide and monitor the mandated training (pre-employment and ongoing) for all SDEs. SDEs shall comply with any relevant licensing and/or certification standards required for the service he/she is providing. SDEs that work with individuals with medical restrictions, special instructions,

or specialized needs shall receive training to meet those needs. **Staff shall not assume sole responsibility for an individual served until he/she has current certification from a nationally certified training program for CPR and for Standard First Aid.**

SDEs and their Managing Employer are to ensure that there is no lapse of training certification or regulatory compliance. Any employee who fails to maintain compliance with training requirements may receive corrective action notice and/or be suspended without pay until training is completed.

Please refer to Appendix D for a list of the Training Requirements for an Agency with Choice SDE.

Immigration Law Compliance

Agency with Choice is committed to employing only United States citizens and aliens who are legally authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin, and the same is expected of you. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present the required documentation establishing identity and employment eligibility. Former employees who are rehired must also complete this form if they have not completed a Form I-9 with Agency with Choice within the past three (3) years, or if their previous Form I-9 is no longer retained or valid.

Employee Recordkeeping Changes

We need to keep certain information about each employee, the individual consumer and/or the Managing Employer updated. Contact a Customer Service Representative at 800-471-3086 as soon as possible whenever there is a change in one or more of the following:

Self-Directed Employee changes	Individual and/or Managing Employer changes
Physical or Mailing Address	Physical or Mailing Address of consumer
All Telephone number contacts (home and cell)	All Telephone number contacts (home and cell) of individual consumer
Email address	Email address of consumer or individual
Person to notify in case of emergency and his/her contact information	Changes to the individuals Authorized representative
Legal name, through marriage, or otherwise (requires documentation)	Legal name, through marriage, or otherwise (requires documentation)
Arrest or criminal record	Changes to any of your SDE's including new hires, terminations, and/or having them out on disability
Military status	Changes in your SDE's hours worked as it may relate to their employment status and/or benefits
Citizenship status	
Banking information for direct deposit purposes	
Current and valid Driver's License	

Status of your professional certifications or licenses, if applicable	
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Access to SDEs Personnel Files

Agency with Choice maintains a personnel file for each Self-Directed Employee which may be stored either electronically or in hard copy form in a personnel file. The personnel record will include such information as the employee's job application and résumé, records of training, employment and salary changes, etc. We recommend that you do not keep any personnel documents in your home. If you do keep performance reviews for your SDE, please keep them in a secure location, so that staff cannot access them.

Confidentiality of Medical Information

We take our obligations regarding confidentiality of medical information regarding individual employees and consumers very seriously and expect you to do so, especially since this is required by law (Refer to HIPAA Policy section under Employee Conduct for additional information). SDEs have been informed that all employee documents containing medical information will be maintained by human resources in a file separate from the employee's personnel file. Please keep all the consumer's medical information secure in your home as well. All SDEs and their Managing Employers have a responsibility to respect and maintain the confidentiality of consumer medical information.

WORK STATUS

A Self-Directed Employee will be hired at a work status of full-time or part-time.

Full-time Hourly (Non-Exempt)

- Non-temporary, non-seasonal
- Hired and works thirty-five (35) hours or more per week
- Part-time Hourly (Non-Exempt)
- Non-temporary, non-seasonal
- Hired and works less than thirty-five (35) hours per week
- May or may not have a regular schedule

Temporary Self-Directed Employees are those who may be hired to fill-in for a limited time. No staff can work until Agency with Choice informs the Support Coordinator that the SDE can be added to the consumers Plan of Care, and approved by DDD, if necessary. Temporary or seasonal employees are not eligible for employee benefits, except for those required by applicable law.

TIMESHEETS AND PAY

Work Schedule

As the Managing Employer, you are responsible in creating and monitoring, your SDEs work schedule. Shifts should be determined based on the approved hours in the consumers Plan of Care.

Staff cannot work more than 40 hours per week, plus any hours worked over the authorized hours are not allowed. A single SDE cannot provide more than 16 hours per day of services (two 8-hour shifts) within a 24-hour period. SDEs will only be reimbursed for services prior authorized in the Individual Service Plan. The Services and SDE service hours must align with the service prior authorization, as identified in the Service Detail Report.

Workweek and Payday

For payroll purposes, unless specified otherwise, the workweek runs from Saturday at 12:00 AM through Friday at 11:59 pm. Timesheets are to be submitted weekly, however paid on a bi-weekly basis every other Friday. In the event that a regularly scheduled payday falls on an observed Agency with Choice holiday, your SDE will generally be paid on the last business day prior to the regularly scheduled payday.

Submitting Timesheets

You are responsible to sign and approve your SDEs weekly timesheet with the hours worked **PLUS** an additional note page describing exactly what the SDE worked on with the consumer that directly reflects the responsibilities in the consumers Plan of Care. This additional service documentation is mandatory for payroll processing and Medicaid billing, so it is very important you read over and approve based on the timesheet note instructions, and adhere to all the submission rules and procedures, for efficient payroll processing. Services and SDE service hours must align with the service prior authorization, as identified in the consumers Service Detail Report. You need to closely monitor the SDE hours worked each week, to make sure they are not going over their approved hours in their Individual Service Plan, because the Managing Employer is responsible for reimbursement of any hours worked by an SDE but not prior authorized.

If a Self-Directed Employee will no longer be working with their consumer, please notify Agency with Choice by emailing our Customer Service Representatives at awccustomerservice@nj.easterseals.com as well as your Support Coordinator.

If a Self-Directed Employee has not submitted timesheets for over 6 months without a legitimate explanation in their file or their consumers Plan of Care, Agency with Choice has the right to terminate their employment.

Payment of wages

The SDE can only receive payment for rendering services that have been prior authorized through an approved Individual Service Plan. Any services, including overtime, exceeding those indicated in the ISP will not be reimbursed based on State and Federal guidelines. One SDE cannot provide more than the hours outlined in the individuals plan of care. If a consumer requires additional services/hours in a week, another SDE is needed to deliver those additional hours of service. It is the individual's supervisory responsibility, along with the Support Coordinator when utilized, to ensure that SDE schedules do not require payment of overtime.

Managing Employer Related Taxes

When the consumers budget is developed, Employer related taxes will be accounted for, in the billing rate. Your Support Coordinator will assist you in the budgeting process and can answer any questions regarding rates and taxes.

Other Important Timesheets and Pay Information

- Timesheets need to be submitted weekly. Agency with Choice will make payment of earnings every other Friday. A payroll schedule has been provided for your reference.
- SDEs need to report payroll errors immediately to you.
- Pay adjustments will be paid on the next scheduled pay cycle.
- Late timesheets will be processed on the next scheduled pay cycle.
- Overtime is not approved by DDD and strictly enforced by state regulations.

Please contact our Customer Service Representatives if you have any questions.

Expense Reimbursement

Money spent in the course of performing their job as a SDE, will only be reimbursed if “Goods & Services” is specifically documented in the consumer's Plan of Care.

Self-Directed-Employees (SDE) providing transportation services to an individual receiving services through Community Care Program or Supports Program, will be reimbursed on a quarterly hour transportation rate set in the Plan of Care.

All requests must be accompanied by a receipt, and must include information (documentation) directly related to the approved expenses in consumer's Plan of Care. It is recommended this be completed with one month of the expense incurred.

EMPLOYEE CONDUCT

Expected Conduct from Employees

We expect all of the SDEs to act with the highest standards of personal, ethical and professional integrity in all aspects of their activities and to comply with all applicable rules, regulations and Agency with Choice policies. In accepting a position with Agency with Choice, an SDE becomes accountable for compliance with our principles of expected conduct. Please call our Customer Service Representatives if you have any questions.

Job Responsibilities

The Managing Employer is responsible in developing job responsibilities based on the SDEs job description and reflect the duties outlined in the consumer's Plan of Care. We at Agency with Choice will make sure that they have the proper training as required by the state, to be able to provide the services as outlined in your Individual Service Plan. However, as their Managing Employer, you can enhance the specifics of those responsibilities, as your SDE should remain flexible in order to adapt to changing and sometimes unexpected situations that can occur. Their job description is a guideline only and may be changed or modified at any time. You can review their job responsibilities with your SDE, as they are outlined in the consumer's Plan of Care.

Attendance and Punctuality

As their Managing Employer, you need to establish a regular work schedule with your SDE. If your SDE is late or misses a shift, you need to decide how you want them to communicate with you. Do you want them to call

you or perhaps text you when they need to notify you about their attendance or lateness? Easter Seals instructs the SDE to arrive to work a few minutes before their scheduled start time, so they are ready to begin work at their scheduled start time. We recommend that you review your expectations about attendance and punctuality with your SDE before their employment with you, and as needed.

Anyone absent for five (5) days without prior permission and without calling in as required, above, will be presumed to have voluntarily quit as of the last day worked. If that happens, please advise our Customer Service Representatives so they can process the necessary paperwork.

Professional Appearance and Grooming

We expect your SDE to put their best foot forward with regard to both their performance and their appearance. Employees are expected to be neatly groomed and to maintain good hygiene at all times. Since they are working in the consumers home, as their Managing Employer, it is your sole discretion to determine what constitutes acceptable workplace attire.

Anyone needing an accommodation due to a religious practice, disability, or other reason should speak with you their Managing Employer, and if not resolved can call the Customer service number.

Duty to Protect Confidential Information

Like any organization, Agency with Choice has a lot of information it considers confidential—whether it is about our plans, strategies, fundraising, policies, internal issues, and employees or medical information about our employees or consumers. In all of these situations and others, the protection of confidential consumer and Agency with Choice information and trade secrets is vital to the interests and the success of Agency with Choice. All of Agency with Choice's information and consumer plan information should be held in strict confidence, and not relayed to anyone outside Agency with Choice, except in the usual course of business and with Agency with Choice's permission, or as otherwise required or permitted by law.

In your home, the same rules should apply. Please keep all of the consumer budget and plan information secure and out of sight of your SDE. Also, it is highly recommended that you do not hold any confidential information pertaining to your SDE. All employee-related-information is kept in a confidential file at Agency with Choice. Please call our Customer Service Representatives if you have any questions.

Theft of Property (Including Confidential Information)

The duty to protect your confidential information, and care for your equipment and property, necessarily includes an obligation not to steal it or use it for an SDEs own purposes. We take such violations seriously and theft of this physical or property, or otherwise violating this trust, will subject the violator to disciplinary action including but not limited to being placed on a disciplinary suspension or having their employment terminated immediately, at Agency with Choice's discretion, as well as possible legal proceedings, including criminal actions, to prosecute the employee and/or to recover the property in the consumer's home. If you have suspicion that any personal property, equipment or documents have been stolen, please report it to the police and contact our Customer Service Representatives immediately.

Acceptance of Gifts

As part of our code of ethics, and to avoid an appearance of impropriety or a conflict of interest, employees of Agency with Choice are prohibited from accepting tips, gifts, services and/or any type of gratuity from persons

served, families of persons served, government entities, visitors, or business firms in appreciation for performance of employee duties.

Prevention of Fraud, Waste and Abuse

We are committed to following all applicable laws and regulations, including those that address health care fraud, waste, and abuse and the proper billing of Medicare, Medicaid, and other government funded health care programs, as well as other payers (insurance companies or self-pay patients).

Generally, we *prevent* Fraud, Waste and Abuse in the following ways:

- Empowering a dedicated compliance officer and compliance committee who are charged with the oversight of the compliance program
- Providing employees with regular training and reviews of the compliance program and code of ethics
- Providing formal training of staff in proper billing procedures
- Ensuring specific oversight of actual billing by management and senior management
- Following a verification system to ensure billing occurred for services rendered
- Utilizing technology to identify gaps in billing, improper billing (duplicate payments) or unapproved billing (ineligibility or lack of authorization)

Generally, we *detect* Fraud, Waste and Abuse in the following ways:

- Providing a communication system to report fraud, waste or abuse that includes the Compliance Line, open lines of communication, and a grievance process
- Notifying the state of any suspected non-compliance or fraud findings, which may require an investigation and possible termination of DDD services for that individual
- Following a verification system to ensure billing occurred for services rendered
- Following a verification system to ensure billing is submitted only for those eligible
- Mandating specific oversight of actual billing by management and senior management
- Ensuring assigned staff conduct periodic audits

Please see *Appendix C* of this Guide for a full list of the applicable Federal and State laws that outline the prohibited acts as well as the civil and criminal penalties for engaging in such conduct.

HIPAA

The Health Insurance Portability and Accountability Act of 1996, as supplemented by the HITECH Act of 2009 (collectively, HIPAA) are federal laws that apply to health plans, health care providers, and health care clearinghouses.

Agency with Choice provides all new employees with a HIPAA overview during new hire orientation. Additional training is provided to certain employees based on their job duties. Violations of HIPAA are extremely serious and will be dealt with appropriately.

Whistleblower Policy

A whistleblower as defined by this policy is an employee of Agency with Choice who reports an activity that he/she considers to be illegal or dishonest to one or more of the parties specified in this Policy. Agency with Choice complies with the annual requirements to distribute the Conscientious Employee Protection Act of 1986 (CEPA: Whistleblower Act) notice to all active employees.

Examples of illegal or dishonest activities are violations of federal, state or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is directed to contact AwC dedicated customer service Representatives and Human resources department at Agency with Choice. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

Social Networking, Blogging and Other Electronic Media

The following are the guidelines your SDE is expected to follow with regard to social networking or other on-line activity that might affect Agency with Choice:

The SDEs may not blog, post, or transmit information about Agency with Choice and/or its consumers without permission. In no case may any Agency with Choice employee give the impression or identify themselves as a representative of Agency with Choice without express authority to do so. Anyone promoting or otherwise commenting on Agency with Choice's services must disclose their affiliation to Agency with Choice, regardless of when and how such postings are made. It is the SDEs duty to protect Agency with Choice's confidential information and personal information they may have obtained regarding fellow employees or Agency with Choice's consumers. And that applies on-line as well.

Respect the copyright laws, trademark laws, and all other laws that may be applicable to their writings and postings, including those applicable to harassment and discrimination. If their personal actions could pose a conflict of interest with either Agency with Choice or our consumers or the public, we expect them to refrain from those actions.

WORKPLACE HEALTH AND SAFETY

It is important that we keep both our employees and our consumers safe in our workplaces. We make every effort to comply with federal, state and local occupational health and safety laws, including those of the federal Occupational Safety and Health Administration ("OSHA") to keep our work environments safe and secure. We need your help, however, to maintain the required safe and healthy work environment. To this end, we expect you to exercise good judgment to prevent injuries to your SDE or others, report all injuries (regardless of how minor they may seem) and notify Agency with Choice of any possible unsafe conditions, equipment or conduct. It is your responsibility as a Managing Employer, to ensure a healthy and safe environment for your SDE. Some example of ways to keep your home as a safe working environment is to be aware of fire safety, weather conditions, keep pathways clean and clear to prevent falls, and keep sharp objects out of reach.

General Safety Rules

The following are some general safety rules and precautions that all Agency with Choice employees are expected to follow:

- Always employ Universal Precautions when treating or providing medical care to consumers or carrying out other tasks where there could be risk of infection.
- Follow proper procedures following any injury or exposure to possible infectious material, including washing the area with soap and water.
- During consumer's care, when sterilizing or cleaning equipment, or when otherwise potentially coming into contact with bio- or chemical hazards, clinical staff must wear gloves, masks and protective eyewear, which must be removed and properly disposed of/cleaned and stored following the completion of task.
- If an employee has not been trained on how to perform a task safely and properly, or, is not familiar with the equipment or the materials involved, the employee should advise his or her Managing Employer and not perform the task or handle the equipment or material until he or she is trained properly.
- Employees should know all safety and emergency procedures, and the location of all emergency exits and fire extinguishers.
- Employees are not expected to handle fires and other emergencies themselves. Instead, employees must know the location of emergency contacts, and should get themselves and others to safety first and then call the appropriate emergency contact.
- When reaching for high objects, an employee should use an appropriate ladder or stool. Employees should not stand on a chair, carton, or other substitute.
- Accidents may be caused by falling objects, carelessly placed in elevated locations. All items should be properly stored and/or strapped down.
- Electrical devices and connecting cords should be regularly inspected for safety prior to use. If an employee sees that an electrical cord is worn or damaged, he/she must advise his/her immediate supervisor so that it may be repaired or replaced. Employees should take care that electrical cords are routed in such a way that they do not cross aisles or walkways.
- Employees should never lift or move anything that may be too heavy for them.
- Employees should read and know all relevant safety procedures for any hazardous substances with which they may come into contact while performing their work duties

Workplace Violence or Threats of Violence

We want our employees and consumers to be safe in any location. Actions that are threatening or create fear or intimidation have no place at Agency with Choice and will not be tolerated. Neither will Agency with Choice tolerate acts or threats of violence, either verbal or physical, or workplace bullying, and you should do the same in your home.

SDEs are required to report immediately to their Managing Employer any acts or threats of violence of any kind against any persons or property. In addition, because abusive or hostile words or actions are often a precursor to more serious violent behavior, such words or actions also will not be tolerated by Agency with Choice, and must also be reported immediately to their Managing Employer and our Customer Service Representatives.

Weapons

Needless to say, weapons are not permitted at work. To further our interest in safe work places, weapons, firearms, ammunition, explosives and incendiary devices, and knives are strictly forbidden at any time in an employee's possession while conducting Agency with Choice business. This policy applies to weapons in personal use while conducting Agency with Choice's business.

Tobacco-Free Workplace

In keeping with our desire for you to provide a safe and healthful work environment, and consistent with state and local law, smoking or the use of other tobacco products anywhere inside the SDEs workplace, at any time, is strictly prohibited. This policy applies to electronic vapor cigarettes as well as traditional tobacco cigarettes, or other sorts of smoking devices.

As their Managing Employer you need to review and reinforce your own smoking policies as it applies to working in your home.

Emergency

In case of any emergency, SDEs are encouraged to try to remain calm and notify you, as their Managing employer as soon as possible. In case of any medical emergency call 911. In case of fire, even if it appears to be minor, SDEs are instructed to notify you (if you are not present), evacuate the worksite and call 911 from outside the building. While employees are not expected to extinguish fires, employees **MUST** be aware of the location of fire exits and fire extinguishers. In case of other emergencies, they are to follow instructions from their Managing Employer or those in charge. SDEs are also instructed to call 911 as soon as possible. Cooperate with police or other first responders when they arrive. Additional emergency contact information can be obtained from our Customer Service Representatives.

Reporting Unusual Incidents

Agency with Choice is required to report all unusual incidents affecting the health and safety of the individual consumer. Upon the occurrence of an unusual incident, an SDE shall respond to protect the life, health, safety, and welfare of the affected consumer as trained and able. After dealing with the immediate situation, and contacting the Managing Employer, the SDE needs to notify AWC by calling the AwC Customer Service department at 800-471-8086, with basic information, such as when and where the incident occurred and any other important details. The CSR will assist with next steps, if needed.

Some examples of unusual incidents are:

- Consumer gets hurt in the community (nonlife threatening)
- Consumer gets hurt in the community (life threatening)
- Any Danielle's Law event
- Consumer is left unsupervised
- Allegations of verbal abuse
- Car accident with consumer in the vehicle

Alcohol and Drug-Free Workplace Policy

Agency with Choice is an alcohol and drug-free workplace. Agency with Choice does not condone, nor permit, any employee to be on Agency with Choice property while under the influence of illegal drugs, alcohol, or other controlled substance, nor to conduct Agency with Choice's business while in such a condition. An employee with a prescription on the orders of a physician who has been advised not to drive or operate machinery or to otherwise limit your activities while taking a particular medication, and if such activities are part of their regular job duties, must notify their Managing Employer prior to the start of their shift. Similarly, if their cognitive functions, judgment or other faculties necessary to perform their job are affected, they are to advise their Managing Employer.

An Employee Assistance Program (EAP) is a resource available to our employees facing addiction. Although Agency with Choice encourages employees with drug or alcohol abuse problems to seek assistance and treatment, doing so may not lessen discipline determined to be warranted based on a violation of this policy.

Drug Testing

With the enactment of the Stephen Komninos' Law in 2017, drug testing is required of direct care applicants and employees of any DHS-funded, licensed or regulated program for adults with developmental disabilities. This includes drug testing as a condition of employment, random testing while employed and drug testing for cause based on a concern or suspicion.

If you reasonably suspect that your SDE has violated this policy (e.g., if you suspect that an employee is under the influence of alcohol or illegal drugs or other controlled substances), or that the employee used these substances while at work, please contact our Customer Service team. Agency with Choice may require any employee to submit to a drug or alcohol test immediately after a workplace accident or injury, or as soon thereafter as practical, based on business necessity. SDEs refusal to submit to a drug and/or alcohol test is grounds for termination, per Stephen Komninos' Law.

Employee Driving Records and Insurance Liability

All Agency with Choice SDEs, with driving as part of their job responsibilities (as outlined in their consumers Plan of Care), are required to have a current and valid Driver's License and vehicle insurance and registration documents with them and/or in the vehicle at all times as required by law. A copy of that policy has been provided to you during the onboarding of your SDE. This policy can be obtained from Agency with Choice Customer Service Representatives.

It is your SDEs responsibility to ensure that Agency with Choice have a copy of their current Driver's License and vehicle insurance information on file. All vehicles driven by an SDE to transport the consumer, must comply with current federal and NJ Motor Vehicle Commission safety and licensing regulations.

Your SDE must notify you **and** a Customer Service Representative immediately if:

1. They have any illness, injury, physical condition or use of medication that may impair or affect their ability to safely drive a motor vehicle; and/or,
2. The suspension, revocation, administrative restriction or moving violation on their driver's license.

Depending on the nature of the license suspension and the measures needed to reinstate the employee's driver's license, a SDE with driving responsibilities as an essential element of their position who is not legally permitted to drive may not work.

They must ensure that they successfully complete the Division mandated training, have a licensed and insured vehicle, all relevant certification, and that they possess a valid driver's license and abstract (not to exceed 5 points).

Additionally, any SDE driver will be subject to disciplinary action up to and including separation, if that employee is convicted of driving while intoxicated (DWI) or other unlawful acts while employed with Agency with Choice.

Electronic Social Media

External communication about Agency with Choice through electronic social media is governed by our Social Networking, Blogging and other Electronic Media policy. All employees must be sure to adhere to this policy with regard to external electronic communications about Agency with Choice.

EMPLOYEE BENEFITS

Agency with Choice prides itself on its generous benefits packages for employees. Certain state-mandated benefits programs (such as workers' compensation insurance, short-term disability and unemployment compensation) cover all eligible employees in the manner prescribed by law. The cost for providing most of these benefits to your SDE is incorporated in your PMPM rate.

Agency with Choice may eliminate, modify or amend all benefits plans, at its discretion, to the extent permitted by federal or state law.

Employee Benefits Overview

Agency with Choice provides benefits to all employees regardless of hours worked. Their work status will determine which benefits are available to them based upon the minimum hours they work each week. Contact our Customer Service Representatives for eligibility, benefit details and costs.

Agency with Choice reserves the right to modify benefit eligibility and what insurance products are offered to meet changing conditions.

Retirement Plan

Agency with Choice offers a Tax-Sheltered Annuity (TSA) Plan 403(b) Retirement Plan.

Workers' Compensation

Agency with Choice, in accordance with the New Jersey Department of Labor and Workforce Development requirement, is insured under the Worker's Compensation Law.

Should your SDE sustain a work-related injury or illness, no matter how minor, they need to notify you immediately or as soon as possible, but not more than 24 hours after the injury has occurred. If you, as their Managing Employer, are not available, they need to contact a Customer Service Representative.

For urgent or life-threatening incidents, emergency medical attention should be called or provided. Otherwise, treatment will be at a facility authorized by the worker's compensation carrier. This is incorporated in the employer related taxes and is included in the total unit cost (hourly rate) of each SDE.

Unemployment Insurance

Employees separated from their jobs may be eligible for unemployment insurance benefits. The New Jersey Department of Labor and Workforce Development will make all determinations regarding eligibility and benefit amount.

COBRA and Continuation of Benefit Coverage

The Consolidated Omnibus Budget Reconciliation Act of 1985, or COBRA, is a Federal law that allows workers and their families who lose their health benefits the right to choose to continue group health benefits for a limited period of time under certain circumstances.

Information has been provided to your SDE in the event that they lose their benefits.

Paid Holidays

SDEs will be afforded the following paid holidays.

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

If the holiday falls on a day when the SDE does not normally work, there will be no alternate date given. For example, if the SDE works Monday through Friday and the holiday is on Saturday, the SDE would not receive the holiday. If the SDE works Monday through Friday and the holiday is on Friday, the SDE would receive the holiday.

Agency with Choice may change this list of paid holidays at its discretion. All hourly (non-exempt) employees who are normally scheduled to work the holiday will be paid at an overtime/holiday rate of one and a half (1 ½) times their hourly rate.

Other Important Information:

- Any holiday time must be taken in full day increments
- No holiday time will be paid if termination occurs prior to date of the holiday
- There is no holiday pay during a leave of absence
- Holiday calendar will be distributed each year

Paid Time Off Program

This PTO program replaces the traditional separation of vacation, sick and personal days to give the employee the freedom to manage his or her time off as needed.

Earning Paid Time Off (PTO)

All employees will be eligible to earn PTO each week. The amount of PTO earned will be derived from a formula based on years of service and hours paid. PTO will not be earned on any hours worked over forty (40) in any work-week (Saturday through Friday).

At the end of the calendar year, each employee may carry over into the following year a maximum of two (2) week's PTO.

Other Information about PTO

- PTO is earned when an employee is actively working.
- PTO is not accrued during an approved leave of absence including, but not limited to, disability/medical leave, family leave, educational or other personal leave. Accrual of PTO days will resume upon an employee's return to work from leave.
- During any intermittent or shortened-schedule leave of absence, accrual of PTO days will be pro-rated based on amount of time the employee works.

Short-Term Disability Benefits

Agency with Choice provides short-term disability insurance benefits for eligible employees, consistent with New Jersey law and state-mandated eligibility requirements. An employee will apply for temporary disability insurance benefits after he or she has been absent from work for more than seven (7) consecutive days due to his or her own medical condition that is unrelated to work.

Disability Leave

Agency with Choice provides time off due to temporary disabilities. Any employee who takes disability leave that extends beyond five (5) days will be required to apply for disability benefits through New Jersey State Temporary Disability.

New Jersey Family Leave Insurance

Employees who need time off from work to care for a newborn or newly adopted child, or to care for an immediate family member with a serious health condition, may be eligible for compensation during this leave under New Jersey's Paid Family Leave Insurance.

Compensation through the New Jersey Family Leave Insurance will not guarantee job protection.

Family and Medical Leave Act/New Jersey Family Leave Act

More information is provided in Appendix B regarding the FMLA/NJFLA.

Bereavement Leave

Should any regular employee experience the death of an immediate family member, the employee will be given up to five (5) days off with pay. Immediate family members will be defined as an employee's spouse or domestic partner, parents (including in-laws), siblings (including in-laws), children (including adopted or step children), and grandparents (including in-laws). Employees are entitled to take one (1) day with pay upon the death of an extended family member (i.e. a cousin, aunt/uncle, etc.). Agency with Choice may request documentation of the relationship and of the death. A "paid day" is considered to be the employee's usual base pay for the day (taken into account normal scheduled hours for an hourly employee).

Jury Duty

Agency with Choice will pay the employee for the term of their duty to serve. If the jury duty falls on a day that the employee is not normally scheduled to work, the employee will not be paid for that day. Once jury duty has been served, a letter from the court need to be submitted to a Customer Service Representative.

Military Leave (USERRA)

Agency with Choice comply with all state and federal laws regarding leave of absence for military service, including the Uniformed Services Employment and Re-employment Act ("USERRA"). If your SDE has any questions on this, they can contact the Customer Service Representatives for more information.

Other Leaves of Absence

Agency with Choice provides other leaves of absence as required by applicable law, and, may grant a personal leave of absence of up to 6 months (with the approval of the Chief Human Resources Officer and the CEO). If they would like to take an unpaid leave of absence for reasons unrelated to a personal medical condition, (which is addressed under Agency with Choice's disability leave policy), please contact Customer Service Representatives.

REHIRES

SDE's who left employment in good standing may be approved for rehire. If the date of rehire is greater than 90 days from previous last day worked, all pre-employment screening, documentation/paperwork, training, etc. will be processed as a newly hired SDE.

If reemployment is less than 90 days from last date worked, the rehire will be reinstated to employment and benefits, if applicable. All required pre-employment training, education and paperwork must be completed, or up to date, no later than the employees first day of work.

ENDING EMPLOYMENT

If a Self-Directed Employee has not submitted payroll timesheets for over 6 months, Agency with Choice has the right to terminate their employment.

Employment with Agency with Choice can come to an end in a number of ways. An employee may end it (such as by resigning or having it deemed to be a voluntarily quit under the no-call-no-show policy), or employment may be ended by the Managing Employer, either for business reasons or reasons due to the employee's performance or conduct. Final paycheck will be processed on the next regular pay cycle subsequent to notification of termination.

Requests for Employment and Earnings Verification

The verification of employment request must be in writing which will include a signed authorization from the active or former employee permitting the disclosure of such information.

Resignation-Notice

If your SDE has informed you as the Managing Employer, that they will no longer be working with the consumer, please notify the Customer Service Representatives at Agency with Choice at awccustomerservice@nj.easterseals.com. An SDE is asked to kindly provide the Managing Employer at least two (2) weeks written notice of any resignation, if possible, for replacement staff to be hired.

Paid Time Off at Separation

If your SDEs has accrued but not used PTO when their employment ends for any reason, they will be paid out 50% of their unused PTO, at their most current rate of compensation. Floating Holidays will be forfeited and not paid upon separation. If an employee uses and is paid for more PTO than he or she accrued, any arrearages will be deducted from the employee's final pay.

APPENDIX A:

DISCRIMINATION, HARASSMENT AND/OR RETALIATION

It has been and will continue to be the policy of Agency with Choice to ensure equal employment opportunity without discrimination on the basis of age, gender, religion, race, color, national origin, marital status, sexual orientation, disability which is unrelated to ability to perform essential job functions, unfavorable military discharge (except dishonorable), veteran status, marital status, parental status, genetic information, source of income or other legally protected category in accordance with applicable law with regard to receipt of services, appointment or election to voluntary office, or hiring for, assignment to, or promotion in staff positions, or any other characteristic protected by state or federal law (collectively referred to as “protected characteristics”). We want all employees to be able to enjoy a work environment free from all forms of discrimination, including unlawful harassment. Agency with Choice similarly prohibits retaliation against employees who file complaints under this policy or who participate in complaint investigations. We take claims of discrimination, harassment, and retaliation very seriously. The procedures outlined below will be strictly enforced. We will not tolerate discrimination or unlawful harassment in any form by any of our employees, consumers, other business associates, or visitors, nor will we tolerate any form of retaliation or abuse of this policy. This policy applies to both employees and applicants for employment.

First, here are some definitions:

Discrimination is any action taken against an employee, which affects the terms and/or conditions of his or her employment, because of a protected characteristic of that person, or because that person associates with another person with a protected characteristic. Forms of discrimination can include improper discipline, discriminatory hiring or promotion decisions, derogatory comments, harassment, as well as any other action or inaction by another which adversely affects the terms or conditions of employment, when such actions are based on an employee’s protected category.

Unlawful Harassment is a form of illegal discrimination in which an employee’s work environment is made hostile by, for example, racial or ethnic epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; or display or circulation in the workplace of written or graphic material, including cartoons, photographs or drawings, that denigrates or shows hostility or aversion toward an individual or group (including through e-mail), because of a protected characteristic of that employee.

Sexual Harassment is a specific type of harassment which can take many forms and is very difficult to define – what may constitute such harassment depends on the specific facts of each situation. In general terms, unlawful sexual harassment is unwanted sexual attention or conduct of a persistent or offensive nature made by a person who knows, or reasonably should know, that such attention or conduct is unwelcome or sexually offensive. Such conduct is either of a sexual nature, or directed to a person because of his or her sex. Examples of sexual harassment may include, but are not limited to, the following:

- conversations about your own or someone else’s sex life
- obscene or sexually explicit or suggestive language or gestures
- sexual or lewd remarks, jokes or comments
- displaying pornographic or sexually-oriented posters, photography, cartoons or drawings
- unwanted hugs, touches, or kisses
- comments about, or repeated compliments regarding, a person's physical appearance or body

- sexual advances or requests for sexual favors including Quid Pro Quo

Retaliation includes any adverse employment action, or other action taken against an employee, because of protected activity in which the employee engaged, including but not limited to making a complaint under this policy or participating in the investigation of such a complaint.

It is simple. This type of behavior has no place at Agency with Choice and we will not tolerate any actions of discrimination, harassment or retaliation against our employees.

If you have any questions as to whether specific conduct is discrimination, harassment or retaliation that violates this policy, please contact the Human Resources Department.

REPORTING AND INVESTIGATION PROCEDURE

If you are aware of any behavior that violates our policies, you are required to report it right away so that it can be addressed. Agency with Choice cannot correct situations it does not know about. We have established the following reporting and investigation procedure to ensure that any discrimination, harassment and/or retaliation complaints are addressed promptly.

Report the Incident/Problem Immediately: We require you to report all incidents of discrimination, harassment or retaliation, regardless of the alleged offender's identity or position with Agency with Choice. If you feel you have experienced or observed conduct that is contrary to this policy or if you have concerns about such matters, notify your supervisor or the Human Resources Department immediately. Anyone who becomes aware of any conduct that possibly violates this policy must immediately notify their supervisor or the Human Resources Department. Of course, the availability of this complaint procedure does not preclude individuals who believe they are being subjected to harassing conduct from promptly advising the offender that his/her behavior is unwelcome and requesting that it be discontinued. Initial complaints regarding conduct believed to violate this policy can initially be made verbally, but must be memorialized in writing.

It is the employee's responsibility to disclose any and all information relevant to possible incidents of discrimination, harassment or retaliation when reporting a situation. All documents or other physical evidence either the complainant or other employees may possess supporting the complaint of harassment, discrimination or retaliation must also be provided to Agency with Choice's investigators as soon as possible after the employee reports the alleged incident, or the investigator requests such information. Additionally, the employee must identify all known witnesses who may have information relating to his/her complaint. Failure to do so will adversely affect the investigative process.

Investigation: Reported allegations of harassment, discrimination or retaliation will be investigated promptly and thoroughly. The investigation may include individual interviews with the parties involved and, where necessary, with any witnesses who may have knowledge relevant to the complaint. All decisions regarding the scope and duration of the investigation, who is interviewed, what materials are reviewed, etc., are in the sole discretion of Agency with Choice. Confidentiality will be maintained throughout the investigatory process to the extent feasible, consistent with an adequate investigation, appropriate corrective action and applicable law. All employees are expected to cooperate fully with any investigation or inquiry into these matters.

Determination: After a complaint is investigated, the investigator(s) will make a determination and suggest a resolution to the complaint. A determination may suggest discipline, job reassignment, or other solutions to resolve the grievance or complaint. There are certain situations where the actions taken as a result of the

determination must be kept confidential. Any actions taken as a result of a grievance or complaint are at the discretion of Agency with Choice.

Responsive Action: Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately at Agency with Choice' discretion. Responsive action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary disciplinary suspension without pay, termination, or other such action as Agency with Choice believes may be appropriate under the circumstances. To protect the privacy of everyone involved, Agency with Choice has a policy of generally not disclosing the specific nature of any disciplinary action taken as a result of an investigation, but may do so in appropriate circumstances.

Retaliation Not Tolerated: Agency with Choice will not tolerate retaliation of any kind against any employee who, in good faith, reports or complains about any perceived violation of this policy or participates in any investigation of any such report or complaint. Employees may raise such concerns and make such reports without fear of reprisal or retaliation. Employees who believe they have been retaliated against in violation of this policy, should utilize the complaint reporting mechanism discussed, above. However, any complaints determined by Agency with Choice to have been raised other than in good faith will also be dealt with accordingly.

Any person engaged in retaliatory conduct will be subject to discipline up to and including immediate termination, at Agency with Choice's discretion. At all times, employment with Agency with Choice is "at-will."

An employee's failure to promptly take advantage of this reporting procedure could adversely affect his or her legal rights in the future.

APPENDIX B:

FAMILY AND MEDICAL LEAVE (FMLA/NJFLA)

There are certain situations where employees of Agency with Choice may be eligible to take unpaid job-protected leaves under a federal law called the Family and Medical Leave Act ("FMLA") and/or under a New Jersey state law called the New Jersey Family Leave Act ("NJFLA"). These unpaid job-protected leaves may be taken for certain family-related or personal medical reasons, as discussed below. FMLA and/or NJFLA leave runs concurrently with any other similar leave to which the employee may be entitled based on the same reason.

This policy is intended to be an overview of your rights and obligations under these laws. This policy is not intended to cover all the issues that may arise in individual situations, nor address all the differences between the federal and state laws. The various laws and their accompanying regulations detail how these leaves are to be administered.

Under both of these leave laws, any leave is unpaid, however, this leave time may be paid leave if you qualify for paid leave under Agency with Choice's disability policies or if you use accumulated PTO days. Leave under the NJFLA may also be paid if you qualify under New Jersey's Family Leave Insurance law. Generally, when you return from a qualifying leave you will be entitled to be reinstated to your old job, or to an equivalent position. Should you feel you are entitled to a family or medical leave, please see the Human Resources Department to discuss how these leaves apply to you. Agency with Choice complies with all applicable Federal, State and local laws regarding Family and Medical Leave.

Medical Leave is leave taken due to an employee's *personal serious health condition*.

Family Leave is leave taken for certain situations regarding an employee's need to provide *care for certain family members*.

Who is Eligible?

The eligibility requirements for the FMLA and the NJFLA are slightly different.

- An employee is eligible for leave under both the FMLA and the NJFLA if the employee has been employed at Agency with Choice for at least 12 months prior to the date leave starts. Under the NJFLA, the 12 months of employment needs to have been in New Jersey.
- To be eligible for leave under both the FMLA and the NJFLA an employee must have worked a certain number of hours during the 12-month period preceding the first day of leave.
 - Under the FMLA an employee needs to have worked 1,250 hours;
 - Under the NJFLA the employee needs to have worked 1,000 hours;
 - Hours worked are counted differently under each statute. Please discuss with the Human Resources Department to determine if you qualify for leave.
- Under the FMLA, the employee needs to be employed at a worksite where 50 or more employees are employed by the employer within 75 miles of that worksite when the employee gives notice of the need for leave.

Employees who do not meet these legal eligibility requirements may be granted unpaid leave in the sole discretion of Agency with Choice, and should discuss any request for leave with the Human Resources Department.

How much leave is provided?:

- The FMLA provides eligible employees with:
 - up to 12 workweeks of unpaid leave for certain *family and medical reasons* (including *military exigency leave* described, below) during a 12 month period computed on a rolling year basis measured backward from the first day of leave (for example, if your leave begins on April 1, 2010, your available FMLA leave amount is computed based on the amount of FMLA leave you have taken since April 1, 2009); and
 - up to 26 weeks during a single 12 month period to care for a covered service member family member who incurred a serious injury or illness in the line of duty while on active duty (**Military Family Leave**).
- During the single 12-month period that an employee takes Military Family Leave, the eligible employee is entitled to a *combined total of 26 weeks* of FMLA leave. In other words, the employee is not entitled to 26 weeks of Military Family Leave, and then another 12 weeks of medical leave for his or her own health condition, during that 12-month period. Rather, during that single 12-month period, the employee may take up to 26 weeks of leave, *total*, under the FMLA for any qualifying purpose. For the purpose of Military Family Leave, only, the “12-month period” starts on the day the employee takes leave and is measured forward for 12 months.
- The NJFLA provides eligible employees with:
 - up to 12 weeks of unpaid leave for certain *family-related reasons* within a 24 month period, computed on a rolling year starting on the first day of leave and rolling backwards.
- In most cases, if an employee is also eligible for leave under both laws, the state and federal leaves will run concurrently. Under certain circumstances, however, an employee may be entitled to separate leaves under each statute.

For What Reasons Can Leave Be Taken?

Eligible employees may take leave under the FMLA and/or under the NJFLA for the following reasons:

- 1) under the FMLA for your own serious health condition that makes you unable to perform the essential functions of your job, (referred to as "**Medical Leave**");
- 2) under both the FMLA and NJFLA to care for your new-born child, for the adoption of a child (under the NJFLA, such leave needs to begin within twelve months of the birth or adoption; under the FMLA such leave must conclude within twelve months of the birth or adoption); to care for your spouse, parent, or minor or disabled child with a serious illness (collectively referred to as "**Family Leave**");
- 3) under the NJFLA only to care for your seriously ill parent-in-law or partner in a civil union (also "**Family Leave**");
- 4) under the FMLA only to care for a child newly placed with you in foster care (which must conclude within twelve months of the placement) (also "**Family Leave**");
- 5) under the FMLA only, to care for a family member or next-of-kin who is a service member injured while on active duty in the line of duty or a covered veteran ("**Military Caregiver Leave**");
- 6) under the FMLA only, because of a “qualifying exigency”¹ arising out of the fact that an employee’s spouse, son, daughter, or parent is a “military member” (which is defined to include active duty members of the Regular Armed Forces, members of the Reserves, members of the National Guard,

and certain retired members of the Regular Armed Forces and retired Reserves) who has been notified of an impending call or order to covered active duty, or who is on active duty in a foreign country or in support of a contingency operation ("**Military Exigency Leave**"). Qualifying exigencies include:

- a. Short-notice deployment, and a necessity to address issues that may arise;
 - b. Attendance at military events and related activities;
 - c. Arranging for or addressing child care and school activities;
 - d. Making financial and legal arrangements;
 - e. Attending counseling (other than that provided by a Health Care Provider for oneself);
 - f. Rest and recuperation with military member who is on short-term, temporary, rest and recuperation leave during the period of deployment;
 - g. Arranging/attending to parental care for a parent who is incapable of self-care; and
 - h. Attending to post deployment activities.
- 7) under the FMLA only, due to the serious injury or illness for a covered veteran, which includes an injury or illness incurred or aggravated in the line of duty on active duty in the Armed Forces ("**Medical Leave for Covered Veteran**").

What Is a Serious Health Condition?

A "serious health condition" is an injury, illness, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a Health Care Provider. The period of incapacity must be more than three consecutive full calendar days and involve treatment by a health care provider. Under the FMLA, if the employee or family member is under treatment by a health care provider, the first (or only) in-person visit must take place within seven days of the first day of incapacity.

A "serious health condition" includes any period of incapacity due to pregnancy, or for prenatal care. Substance abuse may be a serious health condition, however employee leave under this policy must be an absence to obtain treatment, and not an absence necessitated because of the employee's own substance use.

A "serious injury or illness" related to Military Family Leave means an injury or illness incurred in the line of duty on active duty in the armed forces (or existed before the beginning of the service member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) that may render the service member medically unfit to perform his or her duties, and/or which results in the service member being otherwise listed on the temporary disability retired list.

Potential Compensation While On Leave

If you require medical leave as a result of your own illness or pregnancy, you may be eligible to receive Short Term Disability insurance benefits during that period for which you are medically unable to work. If you are disabled as a result of a job-related illness or injury, you may be eligible for salary continuation under the Workers' Compensation Statute. You may also be able to use accumulated PTO days, as discussed below.

Receipt of short-term disability insurance benefits or Workers' Compensation Benefits, or the use of accrued paid days or any other personal leave, does not extend your FMLA or NJFLA leave entitlement. Entitlement to insurance benefits and FMLA or NJFLA leave is determined separately.

If you require family leave, this leave is unpaid unless you qualify for benefits under the New Jersey Family Leave Insurance law.

Use of Accrued Paid Leave Time

When you are taking unpaid leave under the FMLA or NJFLA, you must use any banked PTO days that were accrued prior to the start of your leave. The paid days will run concurrently with any FMLA or NJFLA leave for

which you are entitled and the use of paid time will not serve to extend the FMLA or NJFLA leave period. You may not use any paid PTO days you are not yet entitled to take.

Employees on unpaid Family/Medical leave will not accrue any additional benefits while on leave although such leave will not constitute a break in service. The period of leave will not be counted in the calculation of an employee's seniority.

Notice and Procedures

When planning a foreseeable family or medical leave, you must make all reasonable efforts to minimize the disruption of Agency with Choice's operations. For this reason, employees seeking leave for situations that are predictable are required to provide advance notice to the Human Resources Department by submitting a completed Family/Medical Leave Request form 30 days prior to your leave, for foreseeable leave, and as soon as possible if leave is not foreseeable. These forms are available from the Human Resources Department. In the case of an emergency, either you, a family member, or someone else so designated, needs to call the Human Resources Department to provide notice of your need for leave. The Human Resources Department will notify you as to whether you are eligible for FMLA leave and whether your leave will be designated as FMLA leave. The Human Resources Department will also provide you with written notice detailing your specific rights and responsibilities under the FMLA, your obligations while on leave, and the consequences should you fail to meet those obligations.

Certification

Employees requesting leave to care for a seriously ill family member, or for their own serious health condition, or for a qualifying exigency, must provide Agency with Choice with a Certification from a health care provider or military issued documentation to support their need for leave. Health Care Provider Certification Forms for different types of leave, and Certification for Qualifying Exigency, are available from the Human Resources Department and in the case of Medical Certification may also be available from your health care provider. Failure to provide the certification required by Agency with Choice, or providing incomplete or insufficient information on the form, may result in the delay of leave, or in some circumstances, denial of reinstatement.

How Can Leaves be taken?

Leaves under both the FMLA and the NJFLA can be taken:

- Consecutively;
- Intermittently (leave taken in separate blocks of time);
- Or on a reduced leave schedule ((leave taken by the employee working fewer hours in a day or days in a week)
- Intermittent and reduced scheduled leave may require that they be medically necessary.

Intermittent or Reduced Schedule Leave

If an employee requires intermittent or reduced leave schedule for the purpose of receiving personal medical treatment or providing care related to medical treatment for a seriously ill family member or service member, employees are expected to consult with the Human Resources Department prior to scheduling medical treatment where possible in order to work out a treatment schedule (subject to the approval of the health care provider) that best suits the needs of both Agency with Choice and the employee.

Under the NJFLA, the total time within which an intermittent leave is taken may not exceed a 12 month period, if such leave is taken in connection with a single serious health condition. Under either statute, Agency with Choice may require the employee to transfer temporarily to an available alternative position with equivalent pay and benefits, for which the employee is qualified, or to have some of the employee's assignments reassigned, in order to better accommodate recurring leave or reduced periods of working time. This leave

may be unpaid, in which case the employee's compensation will be reduced based on the amount of time actually worked.

When leave is taken after the birth or placement of a child with you for adoption (or foster care under the FMLA), leave may be taken intermittently or on a reduced leave schedule only if Agency with Choice agrees. Please speak with the Human Resources Department should you wish to take such leave.

Maintenance of Health Benefits

Agency with Choice will continue to maintain coverage under its health benefits plan for eligible employees on leave under the FMLA and/or NJFLA for up to their 12 or 26 weeks of leave entitlement. Coverage will be continued under the same conditions as if the employee had continued to work. Employees on leave are responsible for their contribution for health coverage. If any portion of leave under this policy is paid, the employee's contribution will continue to be made through the usual payroll deduction. For any portion of leave under this policy that is unpaid, the employee is responsible for making arrangements to pay his or her usual contribution amount. If an employee's payment of health insurance premiums is more than 30 days late, Agency with Choice may discontinue health insurance coverage upon notice to the employee. Should an employee require, and be granted, additional leave beyond the 12 or 26 week FMLA leave entitlement, Agency with Choice may not continue health benefit coverage. Any leave beyond the statutory leave entitlement is leave provided by Agency with Choice, and not FMLA leave. Employees on NJFLA leave only may not be entitled to health benefit continuation and may be offered the opportunity to elect to continue benefits under COBRA.

Spouses working for Agency with Choice

If Spouses both work for Agency with Choice, under the FMLA they may take a combined total of 12 weeks of leave for the birth of a child, or placement with you of a child for adoption or foster care, or to care for the employee's parent with a serious health condition. Under the NJFLA, there is no such restriction and each employee will be provided with his or her full leave entitlement.

Under the FMLA, they may also take a combined total of 26 workweeks of leave during the relevant 12-month period to care for a covered service member. If a husband and wife both working for Agency with Choice also need leave for the birth of a child, or placement of a child for adoption or foster care, or to care for the employee's parent with a serious health condition, their combined leave total during this 12-month period is 26 weeks.

Holidays

Holidays occurring during a leave period will be counted against the employee's leave entitlement. Employees on leave are not entitled to Holiday Pay.

Designation of Leave

Agency with Choice will notify the employee that leave has been designated as FMLA and/or NJFLA leave after obtaining sufficient information to make a determination. If the employee takes a leave which might qualify as FMLA or NJFLA leave, and has not put Agency with Choice on notice of the reason for the leave but desires that the leave be counted as FMLA and/or NJFLA leave, the employee must notify the Human Resources Department that the employee desires the leave to be so counted, and must submit a Leave Request Form as soon as possible.

Notice on Return/Fitness to Return

You may be required to present a certification of fitness to return to work prior to your return to work date, when the absence is due to your own serious health condition.

Reinstatement

Upon expiration of leave, Agency with Choice will reinstate eligible employees, except those who would have been affected by a reduction in force or layoff had they not taken leave, to the same or an equivalent position, with no loss in salary, benefits, or other terms and conditions of employment.

Limitations on Leave and Reinstatement

Certain high-salaried employees under some circumstances may be denied reinstatement from leave under the FMLA, or denied leave under the NJFLA.

Return to Work

If you do not return to work from a leave of absence on the agreed-upon date or do not contact your Managing Employer or the Human Resources Department advising that you need to extend your leave and provide any supporting documentation regarding extending the leave prior to the end of your approved leave, you will be considered to have voluntarily resigned your employment.

If Agency with Choice grants additional leave time beyond the FMLA/NJFLA entitlement provided by law, this leave is no longer statutorily protected FMLA or NJFLA leave and Agency with Choice may not be able to guarantee reinstatement to the same or a similar position upon return from the additional leave.

Please contact the Human Resources Department for further information about FMLA or NJFLA leave.

APPENDIX C:

PREVENTION OF FRAUD

Information on Relevant Federal and State Statutes

The following information is provided for reference purposes only. Refer to the actual statute for the complete requirements.

1. Federal False Claims Act, 31 U.S.C. 3729-3733

The Act establishes liability when any person or entity improperly receives from or avoids payment to the Federal government--tax fraud excepted. In summary, the Act prohibits:

- a. Knowingly presenting, or causing to be presented to the Government a false claim for payment;
- b. Knowingly making, using, or causing to be made or used, a false record or statement to get a false claim paid or approved by the government;
- c. Conspiring to defraud the Government by getting a false claim allowed or paid;
- d. Falsely certifying the type or amount of property to be used by the Government;
- e. Certifying receipt of property on a document without completely knowing that the information is true;
- f. Knowingly buying Government property from an unauthorized officer of the Government, and;
- g. Knowingly making, using, or causing to be made or used a false record to avoid, or decrease an obligation to pay or transmit property to the Government.

Any individual or entity engaging in any of the seven categories of prohibited actions listed in 31 U.S.C. 3729(a), including the submission of false claims to federally-funded health care programs, shall be liable for a civil penalty which currently is not less than \$5,500 and not more than \$11,000 per false claim, plus three times the amount of damages sustained by the federal government. The amount of the false claims penalty is to be adjusted periodically for inflation in accordance with a federal formula.

The U.S. Attorney General may bring an action under this law. In addition, the law provides that any "whistleblower" may bring an action under this act on his own behalf and for the United States Government. These actions, which must be filed in U.S. District Court, are known as "qui tam" actions. The Government, after reviewing the complaint and supporting evidence, may decide either to take over the action, or decline to do so, in which case the whistleblower may conduct the action. If either the Government or the whistleblower is successful, the whistleblower is entitled to receive a percentage of the recovery. If prosecuted by the federal government, these qui tam actions are generally handled by the various U.S. Attorney's Offices, or by the U.S. Justice Department.

Whistleblower Protections:

31 U.S.C. 3730(h) provides that any employee who is subject to retaliation or discrimination by an employer in the terms and conditions of employment because the employee lawfully sought to take action or assist in taking action under this act "shall be entitled to all relief necessary to make the employee whole." This includes reinstatement with seniority restored to what it would have been without the retaliation or discrimination, double the amount of back pay, interest on back pay, and compensation for any special damages sustained as a result of the employer's actions, including litigation costs and reasonable attorney's fees.

2. Federal Program Fraud Civil Remedies Act, 31 U.S.C. 3801-3812

Provides federal administrative remedies for false claims and statements, including those made to federally funded health care programs. Current civil penalties are \$5,500 for each false claim or statement, and an assessment in lieu of damages sustained by the federal government of up to double damages for each false claim for which the Government makes a payment. The amount of the false claims penalty is to be adjusted periodically for inflation in accordance with a federal formula.

3. New Jersey Medical Assistance and Health Services Act – Criminal Penalties, N.J.S. 30:4D-17(a)-(d)

Provides criminal penalties for individuals and entities engaging in fraud or other criminal violations relating to Title XIX-funded programs. They include: (a) fraudulent receipt of payments or benefits: fine of up to \$10,000, imprisonment for up to 3 years, or both; (b) false claims, statements or omissions, or conversion of benefits or payments: fine of up to \$10,000, imprisonment for up to 3 years, or both; (c) kickbacks, rebates and bribes: fine of up to \$10,000, imprisonment for up to 3 years, or both; and (d) false statements or representations about conditions or operations of an institution or facility to qualify for payments: fine of up to \$3,000, or imprisonment for up to 1 year, or both. Criminal prosecutions are generally handled by the Medicaid Fraud Section within the Office of Insurance Fraud Prosecutor, in the N.J. Division of Criminal Justice.

Civil Remedies, N.J.S. 30:4D-7.h., N.J.S. 30:4D-17(e)-(i); N.J.S. 30:4D-17.1.a.:

In addition to the criminal sanctions discussed in section 3 above, violations of N.J.S. 30:4D-17(a)-(d) can also result in the following civil sanctions: (a) unintentional violations: recovery of overpayments and interest; (b) intentional violation: recovery of overpayments, interest, up to triple damages, and, as indicated below, a penalty (which was increased from \$2,000 to \$5,500 to \$11,000) for each false claim as a result of the NJ False Claims Act. Recovery actions are generally pursued administratively by the Division of Medical Assistance and Health Services, with the assistance of the Division of Law in the N.J. Attorney General's Office, and can be obtained against any individual or entity responsible for or receiving the benefit or possession of the incorrect payments.

In addition to recovery actions, violations can result in the exclusion of an individual or entity from participation in all health care programs funded in whole or in part by the N.J. Division of Medical Assistance and Health Services. Recovery and exclusion can also be obtained as part of a criminal prosecution by the Medicaid Fraud Section of the N.J. Division of Criminal Justice.

4. Health Care Claims Fraud Act N.J.S. 2C:21-4.2 & 4.3; N.J.S. 2C:51-5

Provides the following criminal penalties for health care claims fraud, including the submission of false claims to programs funded in whole or in part with state funds:

- a. A practitioner who knowingly commits health care claims fraud in the course of providing professional services is guilty of a crime of the second degree, and is subject to a fine of up to 5 times the monetary benefits obtained or sought to be obtained and to permanent forfeiture of his license;
- b. A practitioner who recklessly commits health care claims fraud in the course of providing professional services is guilty of a crime of the third degree, and is subject to a fine of up to 5 times the pecuniary benefit obtained or sought to be obtained and the suspension of his license for up to 1 year;
- c. A person who is not a practitioner subject to paragraph a. or b. above (for example, someone who is not licensed, registered or certified by an appropriate State agency as a health care professional) is guilty of a crime of the third degree if that person knowingly commits health care claims fraud. Such a person is guilty of a crime of the second degree if that person knowingly commits 5 or more acts of health care claims fraud, and the aggregate monetary benefit obtained or sought to be obtained is at least \$1,000. In addition to all other criminal penalties allowed by law, such a person may be subject to a fine of up to 5 times the monetary benefit obtained or sought to be obtained;

- d. A person who is not a practitioner subject to paragraph a. or b. above is guilty of a crime of the fourth degree if that person recklessly commits health care claims fraud. In addition to all other criminal penalties allowed by law, such a person may be subject to a fine of up to 5 times the monetary benefit obtained or sought to be obtained.

5. The Uniform Enforcement Act

N.J.S. 45:1-21. b. and o.

Provides that a licensure board within the N.J. Division of Consumer Affairs “may refuse to admit a person to an examination or may refuse to issue or may suspend or revoke any certificate, registration or license issued by the board” who as engaged in “dishonesty, fraud, deception, misrepresentation, false promise or false pretense:, or has “[a]dvertised fraudulently in any manner.”

6. N.J. Consumer Fraud Act

N.J.S. 56:8-2, 56:8-3.1, 56:8-13, 56:8-14 and 56:8-15

Makes unlawful the use of “any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing concealment, suppression, or omission of any material fact”, with the intent that others rely upon it, in connection with the sale, rental or distribution of any items or services by a person, or with the subsequent performance of that person.

This law permits the N.J. Attorney General, in addition to any other penalty provided by law, to assess a penalty of not more than \$10,000 for the first offense and not more than \$20,000 for the second and each subsequent offense. Restitution to the victim also can be ordered.

7. Conscientious Employee Protection Act,

“Whistleblower Act”, N.J.S.A. 34:19-4

New Jersey law prohibits an employer from taking any retaliatory action against an employee because the employee does any of the following:

- a. Discloses, or threatens to disclose, to a supervisor or to a public body an activity, policy or practice of the employer or another employer, with whom there is a business relationship, that the employee reasonably believes is in violation of a law, or a rule or regulation issued under the law, or, in the case of an employee who is a licensed or certified health care professional, reasonably believes constitutes improper quality of patient care;
- b. Provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into any violation of law, or a rule or regulation issued under the law by the employer or another employer, with whom there is a business relationship, or, in the case of an employee who is a licensed or certified health care professional, provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into quality of patient care; or
- c. Provides information involving deception of, or misrepresentation to, any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity.
- d. Provides information regarding any perceived criminal or fraudulent activity, policy or practice of deception or misrepresentation which the employee reasonably believes may defraud any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity.
- e. Objects to, or refuses to participate in, any activity, policy or practice which the employee reasonably believes:

- i. is in violation of a law, or a rule or regulation issued under the law or, if the employee is a licensed or certified health care professional, constitutes improper quality of patient care;
- ii. is fraudulent or criminal; or
- iii. is incompatible with a clear mandate of public policy concerning the public health, safety or welfare or protection of the environment. N.J.S.A. 34:19-3.

The protection against retaliation, when a disclosure is made to a public body, does not apply unless the employee has brought the activity, policy or practice to the attention of a supervisor of the employee by written notice and given the employer a reasonable opportunity to correct the activity, policy or practice. However, disclosure is not required where the employee reasonably believes that the activity, policy or practice is known to one or more supervisors of the employer or where the employee fears physical harm as a result of the disclosure, provided that the situation is emergent in nature.

8. New Jersey False Claims Act, N.J.S.A. 2A:32C-1 et seq.

The New Jersey False Claims Act (NJFCA) was enacted in January, 2008 and became effective in March 2008. It has similar provisions to the federal False Claims Act. For example, The Attorney General may bring an action against an individual or entity that makes a false claim. In addition, the NJFCA also allows for individuals to bring a private right of action in the name of the State against wrongdoers and be able to collect a penalty from those wrongdoers. Under the NJFCA, the civil penalties were increased from to \$2,000 per false or fraudulent claim to the federal level which is currently \$5,500 to \$11,000 per false or fraudulent claim under the NJ Medical Assistance and Health Services Act.

The NJFCA provides that a person will be liable for the same penalties as under the federal False Claims Act but to the State of NJ if that person:

- a. Knowingly presents or causes to be presented to an employee, officer or agent of the State, or to any contractor, grantee, or other recipient of State funds, 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 to get a false or fraudulent claim paid or approved by the State;
- c. Conspires to defraud the State by getting a false or fraudulent claim allowed or paid by the State;
- d. Has possession, custody, or control of public property or money used or to be used by the State and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt;
- e. Is authorized to make or deliver a document certifying receipt of property used or to be used by the State and, intending to defraud the entity, makes or delivers a 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 any person who lawfully may not sell or pledge the property; or
- g. Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the State.

In addition to the above, the NJ False Claims Act has whistleblower protections within it similar to the ones under the federal False Claims Act.

E. Websites for Obtaining Additional Information:

- ☐ ☐ Deficit Reduction Act – Public Law 109-171

www.gpoaccess.gov/plaws/index.html

(insert public law 109-171 in the quick search box)

- ☐ ☐ New Jersey Statutes

www.njleg.state.nj.us

- ☐ ☐ U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services, Deficit Reduction Act

<http://www.cms.hhs.gov/DeficitReductionAct/>

APPENDIX D:

Training Requirements

**Financial Management
Services** Agency with Choice

Agency with Choice

P: 800-471-3086 F: 888-525-0415

awccustomerservice@nj.easterseals.com

DDD Mandated Trainings (to be completed: **Online** – In person, or - **Both**)

Training	Timeframe	Frequency	Method/Source
DDD Life Threatening Emergencies	Within 6 months of hire	Upon hire	Online through College of Direct Supports (CDS)
DDD Stephen Komninos' Law	Within 6 months of hire	Upon hire	Online through College of Direct Supports (CDS)
Medicaid Fraud, Waste and Abuse	Within 6 months of hire	Upon hire	Online through College of Direct Supports (CDS)
Prevention of Abuse, Neglect, & Exploitation Lessons	Within 6 months of hire	Upon hire	Online through College of Direct Supports (CDS)
Prevention of Abuse, Neglect, & Exploitation Practicum	Within 6 months of hire	Upon hire	ME or Authorized Representative shall complete in-person with SDE (CDS training packet)
Individual/Family Developed Orientation	Within 6 months of hire	Upon hire	ME or Authorized Representative shall develop content and conduct in-person training with SDE (CDS training packet)
Medication Modules: Lessons 1 through 6	If applicable, Prior to giving medications	Upon hire	Online through College of Direct Supports (CDS)
Medication Practicum	If applicable, prior to giving medications	Upon hire	ME or Authorized Representative shall complete in-person with SDE (CDS training packet)
CPR	Within 6 months of hire	Every 2 years	In-person, Nationally Certified Training Program **MUST include practical skills component; online only is not acceptable
First Aid	Within 6 months of hire	Every 2 years	In-person, Nationally Certified Training Program **MUST include practical skills component; online only is not acceptable
Specialized Trainings	Within 6 months of start date, if applicable	As needed	Determined by Individual and/or Authorized Representative
Behavior Supports Plan overview	Within 6 months of start date, if applicable	As needed	Determined by author of Behavior Plan

Enriching the lives of people with disabilities and special needs, and those who care about them, by providing opportunities to live, learn, work, and play in their communities since 1948.

APPENDIX E: Interview Questions Dos and Don'ts

<u>DON'T ASK</u>	<u>DO ASK</u>
<p><i>Nationality:</i></p> <ul style="list-style-type: none"> • Are you a U.S. Citizen? • What is your native tongue? • How long have you lived here? <p><i>Religion:</i></p> <ul style="list-style-type: none"> • What religion do you practice? • What religious holidays do you observe? • Do you belong to a club or social organization? <p><i>Age:</i></p> <ul style="list-style-type: none"> • How old are you? • How much longer do you plan to work before you retire? <p><i>Marital and Family Status:</i></p> <ul style="list-style-type: none"> • Is this your maiden name? • Do you have or plan to have children? • Do you have kids? • Who is your closest relative to notify in case of an emergency? • If you get pregnant, will you continue to work? <p><i>Gender:</i></p> <ul style="list-style-type: none"> • We've always had a man/woman do this job. How do you think you'll hold up? • How do you feel about supervising men/women? • What do you think of interoffice dating? <p><i>Health and Physical Abilities:</i></p> <ul style="list-style-type: none"> • Do you smoke or drink? • How tall are you? • How much do you weigh? • How many sick days did you take last year? • Do you have any disabilities? <p><i>Miscellaneous:</i></p> <ul style="list-style-type: none"> • How far is your commute? • Do you live nearby? • Have you ever been arrested? • Were you honorably discharged from the military? • Are you a member of the National Guard or Reserves? 	<p><i>Nationality:</i></p> <ul style="list-style-type: none"> • Are you authorized to work in the U.S.? • What languages do you speak, read and write fluently? • What is your current address? <p><i>Religion:</i></p> <ul style="list-style-type: none"> • What days are you available to work? • Are you able to work with our required schedule? • Are you a member of a professional or trade group that is relevant to our industry? <p><i>Age:</i></p> <ul style="list-style-type: none"> • Are you over the age of 18? • What are your long-term career goals? <p><i>Marital and Family Status:</i></p> <ul style="list-style-type: none"> • Have you worked or earned a degree under another name? • Are you available to work overtime on occasion? Can you travel? • What's your experience with "x" age group? • In case of emergency, who should we notify? • What are your long term career goals? <p><i>Gender:</i></p> <ul style="list-style-type: none"> • What do you have to offer our company? • Tell me about your previous experience managing teams? • Have you ever been disciplined for your behavior at work? <p><i>Health and Physical Abilities:</i></p> <ul style="list-style-type: none"> • In the past, have you ever been disciplined for violating company policies forbidding the use of alcohol or tobacco? • Are you able to reach a shelf that's 5' high? • Are you able to lift boxes weighing up to 50lbs? • How many days of work did you miss last year? • Are you able to perform the essential functions of this job with or without reasonable accommodations? <p><i>Miscellaneous:</i></p> <ul style="list-style-type: none"> • Are you able to start work at 8am? • Are you willing to relocate? • Have you ever been convicted of "x"? • Tell be how your military experience can benefit the company. • Do you have any upcoming events that would require extensive time away from work?

APPENDIX F:

GLOSSARY OF TERMS

AwC –	Agency with Choice
AR –	Authorized Representative and/or Managing Employer
Managing employer –	Authorized representative, Individual, Family member supervising
SDE-	Self-Directed Employee
Individual –	Consumer
DDD-	Division of Developmental Disabilities
POC-	Plan of Care for the individual (consumer)
SC-	Support Coordinator
CSR –	Customer Service Representatives 800 - 471- 8086
CCP-	Community Care Program
SP-	Supports Program
FFS-	Fee for Service
DHS-	Department of Human Services
ISP-	Individual Service Plan
SDR-	Service Detail Report
NJCAT	New Jersey Comprehensive Assessment Tool
PCPT-	Person Centered Planning Tool
I/DD-	Intellectual/Developmental Disabilities
PMPM-	Per Member, Per Month rate
CDS-	College of Direct Supports