

# Greene Arc, Inc.

## Policy and Procedure Manual

### 040 Introductory Statement

On behalf of your colleagues, I welcome you to Greene Arc, Inc. and wish you every success here.

This Manual is presented as information only to all employees to help them understand what is expected of them while working at Greene Arc, Inc. It is intended to promote a cooperative and healthy atmosphere in the best interest of all concerned. This Manual is a guideline of the Company's policies and procedures. It is not to be construed as creating any contractual rights or obligations on the part of Greene Arc, Inc. The Company reserves the right to interpret the intention of any provision in this manual and that any and all decisions will be final.

The statements of obligations and responsibilities as set forth in this Manual have not been arbitrarily established. Each of them has a sound background of common sense based on the experiences of this Company. Many valuable policies have been suggested by employees and we welcome further suggestions. The Company reserves the right to change any of its policies at any time, and you will receive a copy of any such changes to update your copy of this Manual.

Greene Arc, Inc. makes personnel decisions without regard to an employee's race, color, creed, religion, sex, age, non-job related disability, sexual orientation, marital status, national origin, veteran status, or protected activity (such as reporting or protesting discrimination or harassment, participating in the complaint/investigation process or administrative or court action). Greene Arc, Inc. also strives to provide a workplace free from harassment.

You should feel free to discuss any occupational problems with your immediate supervisor, your Director and/or Human Resources. Such concerns should be addressed immediately. Do not let problems linger. We wish to help solve problems or hear ideas that may contribute to our continued growth. We want you to have pride in this Company; pride helps develop a feeling of dedication, a sincere interest in what you are doing, and a realistic effort to contribute to the future growth of Greene Arc, Inc.

For the rest of the Employee Policy and Procedure Manual, Greene Arc, Inc. will herein be referred to as the "Company".

I hope that your experience here will be enjoyable and rewarding.

Sincerely,

Cynthia L. Dias,  
Executive Director

# **Greene Arc, Inc.**

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### **060 Customer Relations**

#### **060 Customer Relations**

Our clients are very important to us. Every employee represents the Company to clients and the public. Our clients judge all of us by how we treat them. One of the highest priorities at the Company is to help any client. Nothing is more important than being courteous, friendly, prompt and helpful.

Your contacts with the public, your telephone manners, and any communications you send to customers and clients reflect not just on you but also on the professionalism of the Company. Good customer relations can build greater customer loyalty and increased profits.

**Employees should be particularly careful to exercise courtesy and thoughtfulness in using the telephone. The following procedures should be observed whenever possible:**

1. When answering the telephone, extend a greeting, state the Company name, and then give your name. Example: "Good Morning, thank you for calling Greene Arc, Inc., this is John speaking, how may I direct your call".
2. If the person with whom the caller wishes to speak with is on another line, ask the caller if he/she desires to be placed on hold or would prefer to leave a message.
3. If a caller has been placed on hold, offer to have the call returned if the person with whom he/she wishes to speak with is not available within a reasonable time.
4. When a caller leaves a name, number or message, make sure it is recorded correctly by repeating the information to the caller. Then, make sure the information is given to the appropriate individual as soon as possible.
5. Voice mail messages are to be returned the day of the call.

A courteous and businesslike manner toward and from fellow Employees is expected. It should not be necessary in the conduct of one's business to lose your temper, to swear or treat Customers/Clients or fellow Employees without due respect.

It is unnecessary to establish harsh, restrictive guidelines for behavior if each of us uses good judgement and discretion in our dealing with each other and with the Company. This "rule of reason" can be applied to any situation. If we consider the effect of our behavior on other Employees or the Company and ask, "What's fair?" a reasonable, logical standard of behavior becomes obvious.

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### **101 Nature of Employment- At-Will**

You became an employee at the Company voluntarily and your employment is at will. "At will" means that you are free to resign at any time, with or without cause. Likewise, "at will" means that the Company may terminate your employment at any time, with or without cause or advance notice, as long as we do not violate any applicable federal or state law.

The policies in this manual are not intended to create a contract. The policies should not be construed to constitute contractual obligations of any kind or a contract of employment between the Company and any employee. The provisions in the manual have been developed at the discretion of management and, except for the policy of employment-at-will, may be amended or cancelled at any time, at the sole discretion of the Company.

These provisions replace all other existing policies and practices and may not be changed or added to without the express written approval of the chief executive officer of the Company.

# **Greene Arc, Inc.**

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### **103 Equal Employment Opportunity**

To give equal employment and advancement opportunities to all people, we make employment decisions at the Company based on each person's performance, qualifications, and abilities. The Company does not discriminate in employment opportunities or practices on the basis of race, color, religion, ancestry, national origin, age, gender, genetics, sexual orientation, marital, familial, or disability status or status as a covered veteran or any other legally protected group.

Our Equal Employment Opportunity policy covers all employment practices, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

If you have a question or concerns about any type of discrimination at work, talk with Human Resources. You will not be retaliated against for asking questions about this or making a complaint. All complaints of discrimination will be investigated. Also, if we find out that anyone was illegally discriminating, that person will be subject to disciplinary action, up to and including termination of employment.

# **Greene Arc, Inc.**

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### **104 Business Ethics and Conduct**

We expect the Company employees to be ethical in their conduct. It affects our reputation and success. The Company requires employees to carefully follow all laws and regulations and have the highest standards of conduct and personal integrity.

Our continued success depends on our customers' trust. Employees owe a duty to the Company and our customers to act in ways that will earn the continued trust and confidence of the public.

As an organization, the Company will comply with all applicable laws and regulations. We expect all directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to not do anything that is illegal, dishonest, or unethical.

If you use good judgment and follow high ethical principles, you will make the right decisions. However, if you are not sure if an action is ethical or proper, you should discuss the matter openly with your supervisor. If necessary, you may also contact Human Resources for advice and consultation.

It is the responsibility of every Company employee to comply with our policy of business ethics and conduct. Employees who ignore or do not comply with this standard of business ethics and conduct may be subject to disciplinary action, up to and including possible termination of employment.

# **Greene Arc, Inc.**

## **Policy and Procedure Manual**

### **107 Immigration Law Compliance**

All offers of employment are contingent on verification of the candidate's legal right to work in the United States. U.S. Citizenship and Immigration Services require that the Company and new employee provide specific information for completion of the Form I-9, Employment Eligibility Verification within three (3) days of commencing employment. Employees must complete Section 1 of Form I-9 no later than the end of their first day of work. Failure to provide the appropriate documentation for completion of the Form I-9 will result in suspension and/or termination.

# Greene Arc, Inc.

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### 108 Conflict of Interest

# Greene Arc, Inc.

## Policy and Procedure Manual

### 108 Conflict of Interest

#### I. Application of Policy

This policy applies to Board of Directors, staff and certain volunteers of Greene Arc, Inc. A volunteer is covered under this policy if that person has been granted significant independent decision making authority with respect to financial or other resources of Greene Arc, Inc. Person covered under this policy are hereinafter referred to as "interested parties".

#### II. Conflict of Interest

A conflict of interest may exist when the interests or concerns of an interested party may be seen as competing with the interests or concerns of Greene Arc, Inc. There are a variety of situations which raise conflict of interest concerns including, but not limited to, the following.

Financial Interest – A conflict may exist where an interested party, or relative or business associate of an interested party, directly or indirectly benefits or profits as a result of a decision made or transaction entered into by Greene Arc, Inc. Examples include situations where:

- Greene Arc, Inc. contracts to purchase or lease goods, services, or properties from an interested party, or relative, or business associate of an interested party;
- Greene Arc, Inc. purchases an ownership interest in or invest in a business entity owned by an interested party, or by a relative or business associate of an interested party;
- Greene Arc, Inc. offers employment to an interested party, or a relative, or business associate of an interested party, other than a person who is already employed by Greene Arc, Inc.
- An interested party, or a relative or business associate of an interested party, is provided with a gift, gratuity or favor, of a substantial nature, from a person or entity which does business, or seeks to do business, with Greene Arc, Inc.
- An interested party, or a relative or business associate of an interested party, is gratuitously provided use of the facilities, property, or services of Greene Arc, Inc.

# **Greene Arc, Inc.**

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### **108 Conflict of Interest**

Other Interest – A conflict may also exist where an interested party, or a relative or business associate of an interested party, obtains a non-financial benefit or advantage that he/she would not have obtained absent his/her relationship with Greene Arc, Inc., or where his/her duty or responsibility owed to Greene Arc, Inc., conflicts with a duty or responsibility owed to some other organization. Examples include where:

- An interested party seeks to obtain preferential treatment by Greene Arc, Inc. for himself/herself, or a relative, or business associate;
- An interested party seeks to make use of confidential information obtained from Greene Arc, Inc. for his/her own benefit, or for the benefit of a relative, business associate, or other organization;
- An interested party seeks to take advantage of an opportunity, or enable a relative, business associate or other organization to take advantage of an opportunity, which he/she has reason to believe would be of interest to Greene Arc, Inc.
- An interested party becomes involved with another provider agency that is not in accordance with the ethical standards of financial and professional conduct.

### **III. Disclosure of Actual or Potential Conflicts of Interest**

An interested party is under continuing obligation to disclose any actual or potential conflict of interest as soon as it is known, or reasonably should be know.

An interested party shall complete a questionnaire, in the form attached hereto, to fully and completely disclose the material facts about any actual or potential conflicts of interest. The disclosure statement shall be completed upon his/her association with Greene Arc, Inc., and shall be updated annually thereafter. An additional disclosure statement shall be filed at such time as an actual or potential conflict arises.

For Board of Directors, the disclosure statements shall be provided to the President of the Board, or in the case of the President's disclosure statement shall be provided to the Secretary of the Board. Copies shall be provided to the Chief Executive Office of Greene Arc, Inc.

In the case of staff or volunteers with significant decision-making authority, the disclosure statements shall be provided to the Chief Executive Office of Greene Arc, Inc., or in the case of the Chief Executive Officer's disclosure statement shall be provided to the President of the Board.

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### **108 Conflict of Interest**

The Secretary of the Board of Directors shall file copies of all disclosure statements with the official corporate records of Greene Arc, Inc.

#### **IV. Procedure for Review of Actual or Potential Conflicts – Generally**

Whenever there is reason to believe that an actual or potential conflict of interest exists between Greene Arc, Inc. and an interested party, the Board of Board Directors shall determine the appropriate organizational response. This shall include, but not necessarily be limited to, invoking the procedures described in Section V, below, with respect to a specific proposed action or transaction.

Where the actual or potential conflict involves an employee of Greene Arc, Inc. other than the Chief Executive Officer, the Chief Executive Officer shall, in the first instance, be responsible for reviewing the matter and may take appropriate action as necessary to protect the interests of Greene Arc, Inc. The Chief Executive Officer shall report to the President of the Board the results of any review and the action taken. The President of the Board, in consultation with the Executive committee, shall determine if any further board review or action is requested.

#### **V. Procedures for Addressing conflicts of Interest - Specific Transactions**

Where an actual or potential conflict exists between the interests of Greene Arc, Inc. and an interested party with respect to a specific proposed action or transaction, Greene Arc, Inc. shall refrain from the proposed action or transaction until such time as the proposed action or transaction has been approved by the disinterested members of the Board of Board of Directors of Greene Arc, Inc. The following procedures shall apply:

- An interested party who has an actual or potential conflict of interest with respect to a proposed action or transaction of Greene Arc, Inc. shall not participate in any way in, or be present during, the deliberations and decision making of Greene Arc, Inc. with respect to such action or transaction. The interested party may, upon request, be available to answer questions or provide material factual information about the proposed action or transaction.
- The disinterested members of the Board of Directors may approve the proposed action or transaction upon finding that it is in the best interest of Greene Arc, Inc. The Board shall consider whether the terms of the proposed transaction are fair and reasonable to Greene Arc,

# Greene Arc, Inc.

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Inc. and whether it would be possible, with reasonable effort, to find a more advantageous arrangement with a party or entity that is not an interested party.

- Approval by the disinterested members of the Board of Directors shall be by vote of a majority of Board of directors in attendance at a meeting at which a quorum is present. An interested party shall not be counted for purpose of determining whether a quorum is present, or for purpose of determining what constitutes a majority vote of Board of Directors in attendance.
- The minutes of the meeting shall reflect that the conflict disclosure was made, the vote taken and, where applicable, the abstention from voting and participation by the interested party.

#### **VI. Violations of Conflict of Interest Policy**

If the Board of board of Directors has reason to believe that an interested party has failed to disclose an actual or potential conflict of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose.

If after hearing the response of the interested party and making such further investigation as may be warranted in the circumstances, the board determines that the interested party has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

#### **GREENE ARC, INC.**

##### **Conflict of Interest Policy**

##### **Annual Affirmation of Compliance and Disclosure Statement**

I have received and carefully read the conflict of Interest Policy for board of Directors, staff and volunteers of Greene Arc, Inc. and have considered not only the literal expression of the policy, but also its intent. By signing this affirmation of compliance, I hereby affirm that I understand and agree to comply with the conflict of Interest Policy. I further understand that Greene Arc, Inc. is comprised of charitable organizations and that in order to maintain their federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Except as otherwise indicated the disclosure Statement and attachment, if any, below, I hereby state that I do not, to the best of my knowledge, have any conflict of interest that may be seen as competing with the interest of Greene Arc, Inc. nor does any relative or business associate have such an actual or potential conflict of interest.

**Effective 11-10-16** This document is for informational purposes only and is not to be construed as an employment agreement or contract. Greene Arc, Inc. retains the right to amend or change policies contained here-within at any time without prior notice. The provisions of this Policy and Procedure Manual will apply except where the policy conflicts with state law or Collective Bargaining Agreement provisions

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If any situation should arise in the future which I think may involve me in a conflict of interest, I will promptly and fully disclose the circumstances to the President of the Board of Board of directors of the appropriate corporation in Greene Arc, Inc. or Chief Executive Officer, as applicable.

I further certify that the information set forth in the disclosure Statement and attachments, if any, is true and correct to the best of my knowledge, information and belief.

Name:

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Please Print

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Signature

Date

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**Disclosure Statement**

Please complete the questionnaire below, indicating any actual or potential conflicts of interest. If you answer "yes" to any of the questions, please provide a written description of the details of the specific action or transaction in the space allowed. Attach additional sheets as needed.

Financial Interests – A conflict may exist where an interested party or a relative or business associate of an interested party, directly or indirectly benefits or profits as a result of a decision made or transaction entered into by Greene Arc, Inc.

Please indicate if at any time during the last 12 months:

- Has Greene Arc, Inc. contracted to purchase or lease goods, services, or property from you, or from a business entity owned by you or from a business entity owned by a relative, or from any of your relatives or business associates?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please describe:

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- Has Greene Arc, Inc. purchased an ownership interest in or invested in a business entity owned by you, or owned by any of your relatives or business associates?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please describe:

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- Has Greene Arc, Inc. offered employment to you, or to anyone in a business entity owned by you or a relative, or to any of your relatives or business associates, other than a person who was already employed by Greene Arc, Inc.?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please describe:

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- Have you, or anyone in a business entity owned by you or a relative, or have any of your relatives or business associates, been provided with a gift, gratuity or favor, of a substantial nature, from a person or entity which does business, or seeks to do business, with Greene Arc, Inc.?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please describe:

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Disclosure Statement

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Other Interests – A conflict may also exist where an interested party, or a relative or business associate of an interested party, obtains a non-financial benefit or advantage that he would not have obtained absent his/her relationship with the organization, or where his/her duty or responsibility owed to the organization conflicts with a duty or responsibility owed to some other organization.

Please indicate if at any time during the last 12 months:

- Did you obtain preferential treatment from Greene Arc, Inc. for yourself, or for any of your relatives or business associates?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please describe:

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- Did you make use of confidential information obtained from Greene Arc, Inc. for your own benefit, or for the benefit of a relative, business associate, or other organization?

Yes \_\_\_\_\_ No \_\_\_\_\_

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If yes, please describe:

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- Did you take advantage of an opportunity, or enable a relative, business associate or other organization to take advantage of an opportunity, which you had reason to believe would be of interest to Greene Arc, Inc.?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please describe:

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# Greene Arc, Inc.

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### 112 Non-Disclosure of Confidential Information

It is very important to the Company that we protect our confidential business information and trade secrets. Confidential information includes, but is not limited to, the following examples:

- Financial information of the company or any of the individuals we serve;
- Compensation data related to third parties including contractors, vendors, etc.;
- Marketing strategies and information;
- Lists of individuals served;
- Personal information of individuals served; and
- Personnel data.

If you have access to confidential information, we may ask that you sign a non-disclosure agreement as a condition of your employment.

If you improperly use or disclose a trade secret or confidential business information, you will be subject to disciplinary action, up to and including termination of employment and legal action. This applies even if you do not get any benefit from releasing the information.

# **Greene Arc, Inc.**

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### **114 Disability Accommodations**

The Company is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices are conducted on a non-discriminatory basis. It is the policy of the Company to provide a reasonable accommodation to qualified individuals with disabilities unless the accommodation would impose an undue hardship on the organization. The Company prohibits any harassment of, or discriminatory treatment of, employees on the basis of a disability or because an employee has requested a reasonable accommodation.

In accordance with the ADA as amended, reasonable accommodations will be provided to qualified individuals with disabilities to enable them to perform the essential functions of their jobs or to enjoy the equal benefits and privileges of employment. This policy applies to all applicants for employment and all employees. If you would like to request an accommodation, please contact the Human Resources Director.

# **Greene Arc, Inc.**

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### **115 Whistleblower Policy**

The Company will not discharge, threaten or otherwise discriminate or retaliate against an employee regarding any term, condition or privilege of employment because the employee, or a person acting on behalf of the employee, makes a good faith report, or is about to report, either verbally or in writing, to the employer or appropriate authority an instance of wrongdoing or waste as defined by Pennsylvania Whistleblower Law. In addition, the Company will not discharge, threaten or otherwise discriminate or retaliate against an employee regarding the terms, conditions or privileges of employment because the employee is requested by an appropriate authority to participate in an investigation, hearing or inquiry held by an appropriate authority or in a court action.

# **Greene Arc, Inc.**

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### **116 Applicability of this Employee Policy and Procedure Manual**

This Policy and Procedure Manual applies to all employees of Greene Arc, Inc. Greene Arc, Inc. recognizes that some individuals employed at the Company are covered by a Collective Bargaining Agreement (“CBA”). In the event of a conflict between a policy contained in this Policy and Procedure Manual and a provision of a CBA, the CBA will control. However, policies that do not conflict with a CBA provision will apply unless the provision of the CBA conflicts with any applicable law or regulation that Greene Arc, Inc. is required to follow.

# **Greene Arc, Inc.**

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### **204 Personnel Data Changes**

It is important that the Company have certain personal information about you in our records. You need to tell us as soon as there is a change to your mailing address, telephone numbers, marital status, dependents' information, educational accomplishments, and other possibly related information. We also need to have information about who to contact in case of an emergency. To change your personal information, or if you have questions about what information is required, contact Human Resources.

There shall only be one personnel file per employee, except that workers compensation and medical files shall not be part of a personnel file.

#### **Employee Access**

Upon request and reasonable notice to the employer, an employee shall have access to their official personnel file during reasonable times during regular working hours provided there shall be no interference with the normal routine of the office. Under no circumstances shall the official personnel file be removed from the office by the employee, and his/her access for the file shall be only in the presence of someone in authority in the office.

#### **Union Access**

A Union representative designated in advance shall have access to the official personnel file of an employee at reasonable times during regular office hours after having given the Executive Director, or his/her designee, reasonable notice and provided the representative shall have obtained the express written approval of that employee.

# **Greene Arc, Inc.**

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### **205 Introductory Employees**

New full-time and part-time employees shall work on an introductory basis for the first ninety (90) calendar days after date of hire. A part-time employee who has completed the introductory period and becomes a full-time employee shall not be required to perform a new introductory period. Any significant absence may extend the introduction period by the length of the absence at the discretion of Greene Arc, Inc. Upon successful completion of the introduction period, the employee qualifies for continued employment.

Successful completion of the introductory period does not guarantee continued employment and does not alter the at-will relationship between the employee and the Company.

# **Greene Arc, Inc.**

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### **209 Performance Evaluations**

We encourage you and your supervisor to discuss job performance and goals on an informal, day-to-day basis. In addition, you and your supervisor will have formal performance evaluation, annually, to discuss your work and goals, to identify and correct weaknesses, and to encourage and recognize your strengths.

# **Greene Arc, Inc.**

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### **210 Limited Duty Restrictions**

Due to the nature of the work performed by Greene Arc employees in supporting individuals with disabilities, it is a top priority of ours to provide a safe, high quality service to individuals and at the same time promote a safe workplace for our employees. The nature of our work indicates that employees may at times be required to respond to an individual who is aggressive or attempting to do something that is unsafe. Even when working as part of a team, an individual may be alone at the time these circumstances arise. Since an immediate effective response is a key to properly handling these situations and serving our mission, it is an essential function of our direct service positions that employees have the physical capabilities to immediately respond to such situations.

Any employee working with individuals in any program area - residential group homes, family living, independent living, or any day treatment program - must be able to perform this essential function of providing immediate physical attention and control to an individual engaged in aggressive or unsafe behavior, including being able to restrain (in accordance with Incident Manual Policy as generated through HCSIS) or lift such an individual. Accordingly, light duty assignments in any program area will be limited to persons able to perform this response function. This may result in an employee with a physical restriction on his/her work activities not being returned to work until the restriction is relaxed to the point that the employee is able to perform this and any other essential job function.

Modified work assignments in or transfers to non-program areas may be available and provided to employees injured on the job on a case-by-case basis and as work is determined to be available.

The determination on returning an employee to work with restrictions will be made on a case-by-case basis considering the nature of their individual restrictions and the availability of alternative positions or assignments.

# Greene Arc, Inc.

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### 212 Background Check Policy

## 212 Background Check Policy

To ensure that individuals who join Greene Arc., Inc. are well qualified and to ensure that the Company maintains a safe and productive work environment, it is our policy to conduct pre-employment background checks on all applicants who accept an offer of employment. Background checks may include verification of any information on the applicant's resume or application form, including degrees and certifications required for the position.

If an applicant refuses to provide the information necessary for the companies to conduct the necessary background checks or provides false information during the application process, we will deny employment. Additionally, if it is determined at any time after hire that an employee provided false information during the application process, the employee will be terminated from employment.

All offers of employment are conditioned on receipt of a background check report that is acceptable to Greene Arc, Inc. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal privacy and antidiscrimination laws. Reports are kept confidential and are only viewed by individuals involved in the hiring process.

**Act 33 Child Abuse Clearance:** Background checks will include an Act 33 clearance check for a history of child abuse with the Department of Public Welfare (DPW). All offers of employment are contingent upon child abuse clearance from DPW. If an applicant does not receive Act 33 clearance from DPW, employment will be denied.

**Criminal Records:** Background checks will include a criminal record check which will be conducted pursuant to the Older Adult Protective Services Act (OAPSA) and other applicable state and federal law. All applicants will be subject to a criminal history records check through the Pennsylvania State Police as well as the FBI (Fingerprinting). This check will be performed by and at the expense of Greene Arc, Inc.

Convictions appearing on criminal records checks through the Pennsylvania State Police will be analyzed by Greene Arc as follows. If the conviction is one that is prohibited under OAPSA, the applicant will be denied employment if less than five (5) years has elapsed since the conviction or since the person has been released from prison, whichever period is longer. If five (5) years has elapsed, an individualized assessment will first be performed by Greene Arc before issuing a decision to deny employment based on the results. The assessment will take into account any evidence of rehabilitation that the applicant can demonstrate in his/her five year aggregate work history in care-dependent services without an incident. If there is insufficient evidence to determine that the applicant has worked in care-dependent services for a five year aggregate time period without incident, employment will be denied based upon the conviction.

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### 212 Background Check Policy

Felony and misdemeanor convictions appearing on criminal history record checks from the Pennsylvania State Police will also be analyzed by Greene Arc under applicable state and federal law taking into account the nature of the crime, how it relates to the position sought and the time that has elapsed there since. If, after this assessment, Greene Arc is of the opinion that the applicant's conviction makes him or her unsuitable for the position sought, employment will be denied. This analysis will occur for convictions prohibited under OAPSA as well as convictions that are not so prohibited.

Pursuant to the Pennsylvania Department of Aging of rules and regulations, the results of any required FBI criminal records checks will be sent directly to the Department to analyze. The Department will then send a letter of employment determination to both the applicant and the company since Greene Arc is not permitted by the Department to make employment determinations based upon FBI criminal records results.

In addition, OAPSA requires that current employees of Greene Arc be free of certain criminal offenses prohibited under OAPSA. The Company therefore reserve the right to conduct criminal background check for current employees pursuant to the guidelines set forth above. Failure to submit to these checks will be grounds for discipline up to and including termination. Greene Arc also reserves the right to conduct background checks to determine eligibility for promotion or reassignment in the same manner as described above.

**Exclusion from Participation in Health Care Programs:** If required by state or federal law, offers of employment will also be conditioned upon a background check with the Pennsylvania Department of Public Welfare (DPW) and/or the Office of Inspector General (OIG) to verify that the individual is not precluded from participating in the PA Medical Assistance Program or any federal health care program. If the applicant appears on either the DPW's preclusion list or the OIG's exclusion list, employment will be denied. Where required by law, current employees will also be subject to a monthly background check to verify that he/she is not on the DPW's preclusion list or the OIG's exclusion list. If it is determined that an employee is on either list, the employee may be terminated from employment with Greene Arc.

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### **212 Background Check Policy**

**Exclusion List:** This list is run upon hiring each new staff and every month from then on. This background check is conducted by an outside entity and goes through three (3) screening entities.

1. **Pennsylvania Medichack List**
2. **List of Excluded Individuals/Entities**
3. **Excluded Parties List System (SAMP-EPLS)**

**Additional Background Checks:** Additional checks such as a driving record or credit report may be made on applicants for particular job categories if appropriate and job related.

**ALL EMPLOYEES MUST BE 18 YEARS OF AGE OR OLDER.**

**All Policies and annual reviews are covered at the time of orientation with each new staff, before Direct Support work can begin and each staff will complete 24 hours of annual training and Mandatory trainings CPR, CPI, Fire Safety and the Mandatory Annual Training and Reviews Manual found in each department. This manual includes all new policies and trainings as they are developed, any changes made as well as all past policies and procedures to be reviewed every year.**

**No new hire will work Direct Care until all clearance results are received and orientation has been completed.**

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### 213 New Employee Training Policy

1. All new or rehired employees will meet with their immediate supervisor to review and discuss the ISP, the recording of data towards the specific goals and all specialized supports needed to ensure the needs of the individuals are being met.
2. The immediate supervisor will review the individual's files with the newly hired employee.
3. The immediate supervisor will assign a senior staff member to review and explain to the newly hired employee all supports necessary to provide the best and most appropriate care and instruction for the individuals.
4. Senior staff members will provide assistance, instruction and direction to the new employee. Senior staff should share the best techniques in providing support services that ensure the safety and well-being of the individuals (ex. Assistance with feeding, toileting etc.).
5. The immediate supervisor will meet with the new employee periodically to discuss or address any concerns.