Policy & Procedures Manual

2026



9444 Farnham Street Suite 210 San Diego CA 92123 ▪ (858)292-2020 ▪ www.adjoin.org

TABLE OF CONTENTS

1 OUR ORGANIZATION; OUR CLIENTS 16
2 INPUT FROM PERSONS SERVED 17
2.1 PURPOSE 17
2.2 CLIENT PROGRAM EVALUATION 18
2.3 SATISFACTION SURVEY/FIELD EVALUATION SURVEY 19
2.4 CLIENT/PARTICIPANT GRIEVANCES & APPEALS 20
3 ACCESSIBILITY 23
3.1 EQUAL EMPLOYMENT OPPORTUNITY & FAIR CHANCE HIRING 25
3.2 NON-DISCRIMINATION 27
3.3 ENTRANCE/EXIT CRITERIA 28
WAITING LISTS 28
PROVIDING SERVICES TO REGISTERED SEXUAL OFFENDERS AND VIOLENT CRIMINAL OFFENDERS 28
3.4 DISABLED PERSON PLACARD/PLATES 31
3.5 HARASSMENT PREVENTION POLICY 32
4 INCIDENT REPORTING 36
4.1 DEPENDENT ADULT ABUSE REPORTING 39
4.2 REQUIRED REPORTING OF DEPENDENT ADULT ABUSE 40

©Adjoin

4.3 Duty to Warn 42
5 QUALITY ASSURANCE PROGRAM 45
6 CLIENTS/PEOPLE SERVED 49
6.1 Clients Rights 50
6.2 Restrictive Procedures 52
6.3 Client Safety 54
6.4 Client Identification Card 55
6.5 Zero Tolerance for Client/Participant Abuse or Neglect 56
7 WORKPLACE 58
7.1 Workplace Professionalism & Decorum 60
7.2 Employee Behavior 61
7.3 Personal Appearance of Employees 64
7.4 Non-Fraternization 66
7.5 Employee Grievance Procedure 67
7.6 Employee Arbitration 70
7.7 Workplace Safety 72
7.8 Personal Safety in the Office 74
7.9 Workplace Violence 75
7.10 First Aid & CPR 76
7.11 Injury and Illness Prevention Program 77
7.12 Bed Bug Management Policy 89

©Adjoin

7.13 Communicable Diseases 95
7.14 Blood-Borne Pathogens 98
7.15 Non-Smoking, Smokeless Tobacco 105
7.16 Heat Illness 106
7.17 Employee Identification Badge 107
7.18 Accessing Management & On-Call Employees 109
7.19 Workplace Emergency Situations 112
7.20 Suicide Crisis 113
7.21 Locating a Missing Client 115
7.22 Client Assault Incident 117
7.23 Client Seizures 119
7.24 Providing Homelessness/Eviction Assistance to IDD Clients 121
7.25 Emotional First Aid 122
7.26 Pet Policy 123
7.27 Composition of Workforce 125
7.28 Policy on Workplace Meetings Concerning Political or Religious Matters 127
8 TECHNOLOGY 129
8.1 Media Submission Tips & Procedures 131
8.2 Use of Telephones & Wireless Communication Devices 133
8.3 Virtual Meeting Etiquette 135

©Adjoin

8.4 COMMUNICATION CONFIDENTIALITY 136
8.5 PERSONAL COMMUNICATIONS 137
8.6 INTERNET USE 138
8.7 VIDEO SURVEILLANCE POLICY 142
8.8 TECHNOLOGICAL STANDARDS 144
8.9 ARTIFICIAL INTELLIGENCE (AI) USE POLICY 147
9 TRANSPORTATION 152
9.1 TRANSPORTING CLIENTS 152
9.2 AUTOMOBILE ACCIDENTS INVOLVING CLIENT 153
9.3 VEHICULAR BREAKDOWN 154
9.4 CELL PHONE USAGE WHILE DRIVING 155
9.5 PERSONAL VEHICLE INSPECTIONS 156
9.6 FLEET VEHICLE POLICY 157
9.7 COMPANY LEASED VEHICLES 164
10 PERSONNEL POLICIES 166
10.1 PERSONNEL FILES 167
10.2 WORKFLOW APPROVAL PROCESS 168
10.3 JOB DESCRIPTIONS 170
10.4 PERFORMANCE EVALUATION 171
10.5 HIRING & EMPLOYMENT 172

©Adjoin

10.6 Requirements for a Conditional Offer of Employment and Pre-Screening Clearance for Employment 175
10.7 Hours of Work 177
10.8 Attendance & Punctuality 179
10.9 Remote Work 182
10.10 Outside Employment 185
10.11 Orientation & Training 188
10.12 Orientation Period 190
10.13 Use of Applicant Criminal Offender Record Information 193
10.14 Custodian of Records Duties 195
10.15 Drug & Alcohol Use 197
10.16 Driver's License & Current Insurance 204
10.17 Rehire 205
10.18 Former Employee Rehire Tenure 206
10.19 Internal Positions and Promotions 207
10.20 Compensation 208
Establishing Position & Pay 208
Pay Adjustments 209
10.21 Executive Compensation Policy 215
10.22 Pay Procedures 220
10.23 Holiday Compensation 221

©Adjoin

10.24 Overtime 223
10.25 Meal Periods 224
10.26 Work Furloughs 225
10.27 On-Call Status 226
10.28 Split-Shift 228
10.29 Exempt Employee Attendance Time Sheets 229
10.30 Required Documentation on Records 230
10.31 Discretionary Distribution 231
10.32 Supplemental Pay 234
10.33 Workers' Compensation 235
10.34 Benefits 236
10.35 Float Day Off (FDO) 237
10.36 403(b) Benefit 239
10.37 Personal Time Off (PTO) 242
10.38 Bereavement Time 246
10.39 One Flutter- Day of Change 247
10.40 Paid Sick Leave 251
10.41 Health Benefits 254
10.42 Leaves 256
Personal Leaves 257
Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) 258

©Adjoin

Pregnancy Disability Leave 263
Reproductive Leave Loss 266
Military Caregiver Leave 267
Qualifying Exigency Leave 267
Worker's Compensation Disability Leave 269
Bone Marrow/Organ Donation Leave 269
Military Leave (USERRA) 270
California Civil Air Patrol 271
Family Military Leave Act 272
Witness and Victims of Crime Leave 272
Victims of Domestic Violence, Sexual Assault, or Stalking 273
Firefighters, Reserve Peace Officers, and Emergency Rescue Personnel Leave 275
Jury Duty 275
Bereavement Leave 276
Time Off To Vote 276

10.43 Employee Pay Advances and Loans 278
10.44 Company-Sponsored Events 279
10.45 Lactation Policy 281
10.46 PTO Exchange 282
11. CODE OF ETHICS 284
11.1 Whistleblower Policy 294
11.2 Legal Requirements 297
11.3 Waste, Fraud, Abuse & Wrongdoing Policies 298

©Adjoin

11.4 Corporate Compliance 301
Corporate Compliance Plan 302
12. FINANCIAL PLANNING & MANAGEMENT 305
12.1 Financial Stability 305
12.2 Accounting System 306
12.3 Journal Voucher Entry and Approval Process 307
12.4 Liquidity and Reserve Funds Policy 309
12.5 Funds & Approval 311
12.6 Cash Receipts & Deposits 312
12.7 Accounts Receivable Recognition & Write Offs 313
12.8 Cash in Trust Bank Account 314
12.9 Petty Cash Funds 316
12.10 Expense Reimbursement and Expenditure Approval Process 319
12.11 Bank Accounts & Reconciliations 325
12.12 Disbursements 326
12.13 Obligations & Encumbrances 327
Company Credit Cards 327
12.14 Leases – Office 329
12.15 Credit with Vendors 331
12.16 Consultants & Contractors 332
12.17 Property & Assets 333

©Adjoin

ASSET CAPITALIZATION, DEPRECIATION, & AMORTIZATION 333
12.18 DISPOSITION OF CAPITAL ASSETS 335
12.19 ADJOIN PROPERTY ASSIGNED TO EMPLOYEES 337
12.20 PERSONAL PROPERTY 338
12.21 DAMAGE OR LOSS OF STAFF PROPERTY 339
12.22 DONATIONS TO ADJOIN 340
12.23 GIFT ACCEPTANCE POLICY 342
12.24 BUTTERFLY CLUB REQUEST FOR PROPOSAL 356
12.25 DONATION REQUESTS 357
12.26 HIRING OF COMMERCIAL FUNDRAISERS OR FUNDRAISING COUNSEL 360
12.27 JOINT VENTURE POLICY 362
12.28 BUSINESS TRAVEL 363
12.29 COMPANY CELL PHONE/PERSONAL CELL PHONE REIMBURSEMENT 370
12.30 BUTTERFLY CLUB FUNDS POLICY 371
13. RISK MANAGEMENT 373
13.1 SENIOR & KEY PERSONNEL TRAVEL 373
13.2 INSURANCE COVERAGE FOR SPECIAL EVENTS 374
13.3 SAFEGUARDING EQUIPMENT & SYSTEMS 375
13.4 INVESTMENT POLICY STATEMENT 378
14. CONFIDENTIAL INFORMATION 390
14.1 DISCLOSURE OF CONFIDENTIAL INFORMATION 390

©Adjoin

14.2 Securing Confidential Information & Data....392
14.3 File Access and Retention Guidelines....398
14.4 Client Privacy....403
14.5 Informed Consent....404
14.6 Records Review....405
14.7 Data Breach Response....406
15. FEDERAL GRANTS OR AWARDS....411
15.1 Cost Sharing & Matching....411
15.2 Management Control Areas....413
15.3 Program Costs....415
15.4 Procurements....417
15.5 Program Income....423
16. COMMUNITY SERVICES....424
16.1 Medication & Medical Services....424
16.2 Client Home Safety....426
16.3 Transporting Clients....428
16.4 Transferring/Lifting Clients....429
16.5 Supported Living/Emergency Response....430
16.6 Special Incident Reports....432
16.7 Medication Assistance Protocol....436
16.8 Wandering/Elopement and Locating a Missing Client....449

©Adjoin

17. BEHAVIORAL SERVICES 452
17.1 MEDICATION & MEDICAL SERVICES 452
17.2 MENTAL HEALTH 455
17.3 TRANSPORTING CLIENTS 457
17.4 CLIENT HOME SAFETY 458
18. TRANSPORTATION SERVICES 460
18.1 TRANSPORTING CLIENTS 460
18.2 RENTED/LEASED VEHICLES 461
18.3 TRANSPORTATION CELL PHONE 462
18.4 MEDICAL EMERGENCY DURING TRANSPORTATION 463
18.5 TRANSPORTATION HIRING REQUIREMENTS 464
19. VOCATIONAL SERVICES 465
19.1 PLACEMENT / RETENTION FEES 465
19.2 CLIENT CRIMINAL BACKGROUND DISCLOSURE POLICY 467
19.3 REHABILITATION TECHNOLOGY POLICY 468
19.4 VOCATIONAL MEDICATION SERVICES POLICY 471
20 VETERANS 472
20.1 SUPPORTIVE SERVICES VETERAN FAMILIES (SSVF): APPLICABILITY OF POLICIES & PROCEDURES 472
20.2 SSVF PROGRAM GUIDE 473
20.3 SSVF—SERVICE TO STABILITY 474

©Adjoin

Program Philosophy 476
Program Goals 476
Quality Services 477
20.4 Organizational Design 478
20.5 Supportive Services 479
20.6 Outreach and Recruitment 480
20.7 Health Care Services 481
20.8 Daily Living Services 482
Personal Financial Planning Services 482
Transportation Services 482
20.9 Income Support Services 483
Fiduciary and Representative Payee Services 483
Legal Services 483
20.10 Childcare 484
20.11 Housing Counseling/Search Services 485
20.12 Temporary Financial Assistance 486
Rental Assistance 486
Utility Payment Assistance 490
Deposits 492
Moving Costs 493
General Housing Stability Assistance 494
Emergency Housing Assistance 496
Transportation Assistance 498

©Adjoin

Child Care Assistance 499
20.13 Limitations on and continuations of the provision of supportive services to certain participants 502
Referral for other assistance 503
20.14 SSVF Participant Eligibility Policy 504
Eligibility Review 505
20.15 Entrance Criteria 508
20.16 Ineligible Criteria 510
20.17 Homelessness Prevention Criteria 511
Target Populations 523
20.18 Eligibility Documentation 524
Service to Stability Certification of Eligibility for SSVF Assistance 524
Documentation Standards 525
Determining Acceptable Level of Documentation 526
Timeliness of Income Documentation 527
Notifications to participants 528
20.19 Program Operations 529
Confidentiality 529
20.20Assessment of funds 530
Administration of Supportive Services 530
Fee prohibition 530
Participant Agreements 530
20.21 Participant Fees 531

©Adjoin

20.22 Participants Safety 532
20.23 Data Quality & Reporting Review Procedures 533
20.24 Habitability Standards 541
20.25 Satisfaction Survey 542
20.26 Medication Services Policy 543
20.27 SSVF Participant Financial Aide Policy Guidelines 544
The SSVF Financial Aid Program 544
Recording Administrative Costs, Allocation Methodology, and Grand Drawdown Policy Statement 546
20.28 SSVF Participant Appeal Process 552
20.29 Releasing Participants from the Program 554
20.30 Exit Criteria 555
20.31 Fiscal Administration 556
Drawdown Procedures 556
20.32 Eligible Expenses 557
20.33 Ineligible Activities 567
20.34 Financial Close Outs 569

©Adjoin

1 Our organization; Our clients

Adjoin was organized in July 1983 as a California, Public Benefit, and nonprofit corporation and subsequently received its designation as a federally tax-exempt, 501c3 nonprofit corporation.

Adjoin operates various programs and services throughout the state of California for the benefit of its clients.

Our vision is to be the most resourceful and impactful social service organization in building a world of inclusion.

Our focus is on the individualization of services to achieve maximum positive outcomes.

We value every person we serve and respect his or her rights of individual choice.

All clients are voluntary program participants. Clients may exit any Adjoin program at any time.

©Adjoin

2 Input from Persons Served

2.1 Purpose

For Adjoin to assist our clients to achieve positive and successful results from our services, input from our clients and the community is obtained and utilized.

We document all client meetings, track progress, and outcomes of programs and services. We gather and track client satisfaction as well as that of the funding agencies, client employers, and communities we serve.

Services are designed to meet the needs of the individuals we serve. Each client has a written individualized service plan, which he/she has developed with the assistance of a team of their choice. This document provides the basis for their service program and the evaluation of its effectiveness.

Adjoin requires the active involvement and input of our clients in making informed choices and decisions regarding planning, development, delivery, and evaluation of the services received.

We utilize the input obtained from our clients, funders, and the community to review and modify Adjoin's programs and services to better serve our clients.

Adjoin also includes input from persons served as a fundamental component of our Quality Assurance Program.

Effective Date: July 1, 1996

Revised: January 1, 2020

©Adjoin

2.2 Client Program Evaluation

Evaluative data collection, reporting, and feedback procedures help management and direct support personnel track services to individual clients; assuring that quality client services are provided in a timely manner.

Annually, each client receives a review of his/her Individual Service Plan/Housing (ISP/HSP) in conjunction with his/her birth date or as noted. As part of a joint effort between a support team and the client, an ISP is developed with specified goals and objectives. These goals and objectives provide the basis for each client's services, which in turn, guide the provision and evaluation of their services. Progress towards program goals and objectives are evaluated and are rewritten or renewed as needed during the year that the ISP is in force.

Reports of progress are submitted to referring agencies per the agency's request and in the format of the agency.

Daily logs and case notes are required to be maintained by all direct support staff members. The case responsible Manager reviews these logs and case notes with the staff member at least once per month. This data is used to continually update the client's ISP.

Effective Date: September 1, 1996

Revised: January 1, 2020

©Adjoin

2.3 Satisfaction Survey/Field Evaluation Survey

Field Evaluation surveys are sent to our stakeholders to assess the quality of services we are providing. This information is used to help assure we are providing a good quality of service. These surveys are to be completed by clients, employers, landlords, funding agencies, and other stakeholders as appropriate. These surveys help us measure how well we are addressing the needs of our stakeholders, the effectiveness of our services, the efficiency of our services, stakeholder satisfaction, and obtain other feedback.

The steps for completion are detailed in the Quality Assurance Handbook.

Effective Date: September 1, 1992

Revised: January 1, 2019

©Adjoin

2.4 Client/Participant Grievances & Appeals

Statement of Equal Services and Opportunities

Adjoin is committed to a policy of equal services and employment opportunity for all clients, program participants, employees, job applicants, and volunteers.

It is Adjoin's policy to provide programs and services, employment, career development, advancement, and opportunity based on merit, efficiency, and fitness. Adjoin endeavors to maintain an environment that is free of discrimination based on age, sex, gender identity and expression, religion, religious dress and grooming, ancestry, color, marital status, medical condition, pregnancy, national origin, military or veteran status, physical or mental disability, denial of leave under the Family and Medical Leave Act or the California Family Rights Acts, political affiliation, race, religious creed, gender, or sexual orientation.

No person shall be granted preferential treatment based on race or gender, or otherwise be discriminated against regarding services, appointment, discipline, promotion, recruitment, retention, selection, training, or other aspects of services and employment. Adjoin will provide reasonable accommodations to ensure employment opportunities and public services remain accessible.

Grievances

It is the policy of Adjoin that all clients have the means to file complaints or grievances and reach resolution. The conditions for expressing a complaint or grievance are defined as dissatisfaction with decisions concerning the client and/or services provided the client. Clients have the right to file a complaint or grievance without interference or fear of retaliation. All staff members are to be attentive and respectful to any grievance registered by a client and are prohibited from discouraging, intimidating, or seeking retribution against clients who seek to exercise their rights or file a complaint or grievance. Clients have the right to timely notification of the resolution and receive an explanation of any further appeal, rights, or recourse. All clients have the right to at least one level of review that does not involve the person about whom the complaint has been made or the person who made the decision under review.

©Adjoin

GLOSSARY OF TERMS

Clients: Individuals and families that use, receive, or benefit from the programs and services at Adjoin. Clients can include consumers, participants and legal guardians.

Complaint: For clients, a complaint is a verbal expression of dissatisfaction with, including, but not limited to aspects of service delivery, manner of treatment, outcomes, or experiences.

Grievance: For clients, grievances are formal expressions of dissatisfaction or discomfort that can include, but is not limited to service delivery, manner of treatment, outcomes/decisions, or experiences. A grievance is any situation or condition that a client thinks is unfair, unjust or inequitable. All complaints received in writing, including email, are considered formal grievances. If a client does not wish to or is unable to submit a written expression of dissatisfaction, he or she may request the formal grievance be documented by the staff person receiving the verbal report. The policy of Adjoin is that all grievances received by any staff member will be documented and presented to the Chief Operating Officer and the Chief Executive Officer immediately.

Client Advocates

Clients with Intellectual/Developmental Disabilities have the right to obtain an advocate to help you file your grievance. Disability Rights California (DRC) has many programs available to help you. For more information, you may contact DRC at:

1-800-776-5746 or www.disabilityrightsca.org

Complaint and Grievance Procedure:

1.	If you have a complaint, the concern can be discussed with any Adjoin staff. This process may begin with your Direct Support Provider, Case Manager/Coordinator or Director. Informal efforts to resolve complaints should be documented in the client's case record, progress notes, and/or tracking logs as applicable. If you decide to speak to a staff and an agreement or resolution cannot be reached, you should proceed to the next step of this grievance procedure. You can also file a grievance without any discussion and proceed to the next step.

©Adjoin

2.	If you don't feel comfortable filing a grievance with your Direct Support Professional or Case Manager/Coordinator, you can escalate your grievance to the Director of Programs. Director of Programs, 9444 Farnham Street., Suite 210, San Diego, CA, 92123. Telephone: (760) 471-3703 Email: jeff.clark@adjoin.org
3.	Grievances should be submitted in writing, however as applicable a reasonable accommodation, in-person, verbal via telephone, or other electronic communications (text or email) is acceptable. Submit written grievance to: Chief Executive Officer, 9444 Farnham Street, Suite 210, San Diego, CA, 92123. Telephone: (858) 292-2020 Fax:8582922020@rcfax.com Email: corporate@adjoin.org
4.	The CEO or designee will respond at a minimum verbally to the complaint within five (5) business days. Adjoin will investigate and provide a written summary of findings within thirty (30) working days of initial notification of the Chief Executive Officer (CEO). Adjoin may initiate an external investigation, upon request and as appropriate. When there is a potential danger to a client's health or welfare, the CEO may suspend services and/or reassign personnel. When allegedly illegal actions have occurred, CEO or other officers of the Organization will immediately notify all appropriate law enforcement agencies.
5.	If a client or his/her advocate feels that further appeal is necessary, he/she has the right to appeal in writing to the Chair of the Adjoin Board of Directors at 9444 Farnham St., Suite 210, San Diego, CA., 92123

Clients with Intellectual/Developmental Disabilities who believe they have not been treated fairly through the grievance process should contact their Regional Center Service Coordinator.

Veteran Participants who believe they have not been treated fairly through the grievance process should contact the Department of Veteran Affairs SSVF regional office.

Effective Date: January 1, 1988

Revised: January 1, 2020

©Adjoin

3 Accessibility

In order to serve our clients, visitors, and employees, Adjoin will make reasonable accommodations to ensure that all offices or other facilities leased and maintained by Adjoin are accessible. Dependent upon the building, the following accessibility criteria may or may not apply to all offices:

- Accessible routes may include parking access aisles, curb ramps, crosswalks at vehicular ways, and walkways
- Parking spaces designated for the disabled
- Any Adjoin office that is located above or below ground level will have an elevator and/or ramp to allow access
- The building will provide an accessible and unobstructed route to Adjoin office
- Access to Adjoin's office areas where services are provided will be continually evaluated to assure that furniture or arrangements in the offices do not create barriers
- A rest room will be able to accommodate the needs of individuals with or without disabilities (if available to the public).

If barrier removal for accessibility is not readily achievable, Adjoin will make services available through alternative methods (relocation of meeting place, telephone, referral to other agencies, etc.).

Adjoin promotes the adherence to the principles and requirements set forth in the American with Disabilities Act for our clients, employees, and the public. This requires that in addition to ensuring that all offices or other facilities leased and maintained by Adjoin comply with the above guidelines, we also do the following:

- Continually evaluate actions, programs, and policies of ourselves, employers and landlords of our clients, and the agencies who refer to us to see that architectural, attitudinal, employment, and other barriers are removed;
- Continue to provide the necessary accommodations and support to actively promote equal opportunity for individuals with disabilities to participate as members of our staff and Board;

©Adjoin

- When requested, support worthy community events to promote social and economic opportunities for individuals with disabilities;
- See that all program services are available to qualified individuals with disabilities;
- Have the availability of community resources of TDD for persons with hearing impairments; and
- Educate and train clients.

Annually, administration will review accessibility to the Board that our organization complies with the above.

Accessibility is also an important element of our Quality Assurance Program.

Effective Date: July 1, 1996

Revised: January 1, 2020

©Adjoin

3.1 Equal Employment Opportunity & Fair Chance Hiring

It is the policy of Adjoin to provide equal opportunity in employment to all employees and applicants for employment. No person will be discriminated against in employment because of race, religion, religious dress and grooming, color, sex, age, sexual orientation, gender identity and expression, national origin, disability, military or veteran status, genetic information, or any other characteristic protected by applicable federal or state law.

This policy applies to all terms, conditions, and privileges of employment and all policies of Adjoin. For example, the hiring, firing, promotion, training, wages and benefits of employees and applicants to the organization.

Fair Chance Hiring: It is the policy of Adjoin to consider a job candidate's qualification first, without the stigma of a criminal record to ensure a fairer decision-making process. Post the conditional offer of employment and during the background screen phase, Adjoin will fully and individually evaluate all candidates' convictions for: job-relatedness, time passed, and mitigating circumstances or rehabilitation evidence.

The Head of People (HP) is responsible for formulating, implementing, coordinating, and monitoring all efforts in the area of equal employment opportunity. The HP and /or their designee's duties include:

- Assisting management in collecting and analyzing employment data;
- Developing policy statements, required affirmative action programs, and recruitment techniques designed to comply with the equal employment policies of the company;
- Complying with federal and state statutory recordkeeping and notice requirements of employment-related statutes and regulations;
- Preparing, if required by state or federal law, an annual review and summary of the company's affirmative action programs and submitting the results achieved under these programs to the CEO;
- Assisting supervisory personnel in arriving at solutions to specific personnel problems;
- Serving as liaison between the company and government agencies, equal employment opportunity organizations, and other community groups; and
- Keeping management informed of the latest equal employment opportunity developments.

©Adjoin

Any communication from an applicant for employment, an employee, a government agency, or an attorney concerning any equal employment opportunity matter should be referred to the CEO.

While overall authority for implementing this policy is assigned to the CEO, an effective equal employment opportunity program cannot be achieved without the support of supervisory personnel and employees at all levels. Any employees who believe they have suffered from discrimination should report this concern to their supervisor, Human Resources, or the CEO.

Complaints of discrimination will be handled and investigated under the company's Grievance & Compliance Policy, unless special procedures are considered appropriate. All complaints of discrimination will be investigated promptly and in as impartial and confidential manner as possible, and a timely resolution of each complaint should be reached and communicated to the parties involved. The company prohibits any form of retaliation against employees for bringing bona fide complaints or providing information about discrimination.

Effective Date: July 1, 1996

Revised: September 18, 2026

©Adjoin

3.2 Non-Discrimination

Adjoin respects the dignity and rights of all individuals and is an equal opportunity agency. We will not discriminate in operations or hiring nor will we accept any grants, donations, contracts, job placements or vendorizations that require or promote segregation or exclusion based on disability, medical condition, age, race, religious creed, marital status, gender, gender identity, gender expression or identity, religion, religious dress or grooming, military status, veteran status, genetic information, national origin, or any other characteristic protected by applicable federal or state law. Harassment or discrimination based on a combination of protected characteristics is prohibited. We advocate and promote both within our own organization and in the community for full inclusion of all individuals in all aspects of society.

Effective Date: August 1, 1992

Revised: January 1, 2025

©Adjoin

3.3 Entrance/Exit Criteria

Adjoin does not discriminate its services based on disability, gender, gender expression or identity, sexual orientation, race, religion, and/or any other characteristic protected by applicable federal or state law. All Adjoin services are open to people with needs that meet the program criteria. Since each service Adjoin provides is unique in its delivery, each program will have documented standards for entry and exit. The Regional Director/Regional Manager/Chief Operating Officer and/or Program Manager will make daily exit and entry decisions and will consult with the Chief Executive Officer as needed.

Waiting Lists

In the event an individual is placed on a waiting list, criteria for order of acceptance into the program will be based on available resources in the area for the requested services (i.e. appropriate Case Management, direct support staff, housing, etc.). Should appropriate resources be available, acceptance will then be determined by the order in which the referral was received. The RD/Regional Manager/Director of Program Services and/or his/her designee will make this decision.

Providing Services to Registered Sexual Offenders and Violent Criminal Offenders

Persons who have committed violent crimes and registered sexual offenders are faced with multiple challenges in the community. Research shows that when a person with a criminal past is an active and productive citizen, he or she is less likely to reoffend. Adjoin is increasingly faced with a dilemma in our purpose to provide social work services to individuals with special needs and assure the safety of other individuals receiving our support and that of our employees.

We can't lump offenders into some general group and expect for all treatment, boundaries, and prohibitions to be the same. Not all offenses are the same. The category of offending can include the very serious crimes of rape, incest, and molestation. It can also refer to those who voyeur or exhibit themselves and to those who sexually harass.

Adjoin does not exclude individuals who have committed violent crimes and registered sexual offenders from eligibility to our services. However, accepting an offender into our program services must be accompanied by thorough knowledge, careful planning, and monitoring.

©Adjoin

Accurate assessment is critical. In order to work with such offenders effectively, we require the following:

Assess the risk of future criminal behavior.
Manage the risks that the assessment identifies.

Risk Assessment

The Case Manger is responsible for collating relevant information and for asking the individual about their criminal history. Criminal histories can be retrieved from a probation or parole officer if the individual consents to the disclosure via a release of information.

The following is a sample list of questions to ask individuals:

- What is the relevance of the offense(s) to the services being sought?
- How long ago did the offense(s) occur?
- How many times has the person offended?
- What is the nature and seriousness of the offense (s)?
- What is the background to the offenses (circumstances such as drug dependency, homelessness, etc.)?
- Are there any terms of parole or release? What are the terms (obligated to live, work or associate under certain restrictions or conditions)?
- What is the person's attitude regarding the offense?
- What has the person done since being convicted of the offense (treatment, education, skills, training, volunteer work, etc.)?
- Are there any regulations or laws that prohibit the individual's future housing, employment or general activities?

Manage the Risk

The Case Manager is responsible for developing a plan to minimize the safety risks associated with providing services to this individual and obtaining final written approval on the plan from the Regional Manager or RD prior to starting services. All plans must comply with applicable state and federal laws and be reviewed a minimum of once per year.

The following is a list of suggested safety measures to include in a plan:

- Meet with the individual in public and busy locations.

©Adjoin

- Do not meet the person in locations where children gather if the victim(s) of the crime (s) included children.
- Assist the individual to meet with his/her probation officer as required. The Case Manager should check in with probation officer regularly if authorized.
- Assist the individual to register as a sexual offender as required by law and as applicable.
- Refer the individual to appropriate treatment resources such as peer groups, professional therapy, drug treatment, alcohol dependency treatment, etc.
- Closely supervise the individual during all company functions.
- If reasonable, provide services with a co-worker present.
- Counsel the individual from refraining from any activities, which may trigger or lead to further offenses.
- Always carry a cell phone for accessing 911 in an emergency.
- Maintain a strict professional boundary while providing services.

Effective Date: August 1, 1992

Revised: January 1, 2010

©Adjoin

3.4 Disabled Person Placard/Plates

Disabled person placards/plates are issued by the Department of Motor Vehicles to provide special parking privileges to the disabled. The disabled person placard/plate is to stay at the Adjoin client's residence and to be used by Adjoin personnel only when transporting the client.

Placards/plates are never allowed to be used when not transporting a disabled person.

Placard/plate abuse can result in the cancellation or revocation of the placard/plate to the client and the loss of his/her special parking privileges. It is the responsibility of the driver to only park in disabled parking spaces when using a valid placard/plate and during the use of transporting the client Adjoin personnel engaged in the abuse of the disabled person placard/plate are subject to disciplinary procedures up to and including termination.

Effective Date: June 4, 1997

Revised: January 1, 2019

©Adjoin

3.5 Harassment Prevention Policy

Adjoin will not tolerate harassment based on sex, race, color, religious creed, national origin, ancestry, denial of family and medical care leave, marital status, medical condition, genetic information, military or veteran status, gender, gender identity, gender expression, age, disability, sexual orientation or any other protected status. Gender expression, gender identity, or gender non-conforming harassment refers to harassing people who do not follow other people's ideas or stereotypes about how they should look, or act based on the female or male sex they were assigned at birth.

Harassment is prohibited whether it occurs in person, in writing, by telephone, facsimile, email, via the Internet, or through any other means of communication. Harassment can be physical, verbal, or visual.

Harassment of ***any*** form is prohibited even if the person to whom it is directed appears to welcome the behavior or reciprocate it. Regardless of being acceptable to some employees, other employees who witness or become aware of the behavior may find it offensive.

Harassment toward any employee is strictly prohibited, whether it is committed by a manager, co-worker, subordinate, or non-employee (such as a vendor or customer). No one within and associated with our organization is exempt from this policy.

ADJOIN's commitment to a harassment free workplace includes harassment training of all employees as required by law.

Examples of prohibited physical harassment include, but are not limited to: Unwelcome physical contact, invading one's physical space, damaging one's personal property, offensive gestures, or any other offensive act directed at someone because of his/her sex, race, color, religion, national origin, citizenship, age, disability, or other protected status.

Examples of prohibited verbal or visual harassment include, but are not limited to: Any unwelcome comments, jokes, epithets, threats, insults, name-calling, negative stereotyping, possession or display of derogatory pictures or other graphic materials, and any other words or conduct that demean, stigmatize, intimidate, or single out a person because of his/her sex, race, color, religion, national origin, citizenship, age, disability, or other protected status.

©Adjoin

In addition to those listed above, examples of prohibited sexual harassment include, but are not limited to: Sexually oriented jokes, flirtation, obscene letters or notes, inappropriate compliments, sexual propositions or advances, "cat calls" or whistling, possession or display of sexually- explicit objects or pictures, exchange of sexual "gag" gifts, inappropriate discussion of one's sexual experiences or desires, comments about an individual's body or appearance, sexual gestures, physical contact such as patting, pinching, or purposely rubbing up against another's body, demands or pressures (actual or implied) for sexual favors, continuing to express sexual or romantic interest after being informed the interest is not welcomed, making promises or suggestions (actual or implied) of preferential or adverse treatment as a result of one's acceptance or rebuttal of sexual advances, and retaliating against an employee for refusing sexual advances.

It is the employee's responsibility to inform Adjoin about all incidents of harassment, as Adjoin cannot do anything to remedy the situation if it does not know it exists. If an employee feels he/she has been harassed in any way by a manager, supervisor, co-worker, subordinate, customer, vendor, or anyone in affiliation with Adjoin, he/she is to report it immediately to one or more of the Adjoin representatives listed. If an employee has witnessed harassment involving others or is otherwise aware of such harassment (including another employee's receipt of preferential treatment in exchange for participation in harassing activities), he/she is responsible for reporting it in the same manner.

All complaints or concerns regarding harassment should be directed to one or more of the following individuals.

1. Employee's Immediate Supervisor at your local office
2. Program Manager/Director/Director of Programs at your local/regional office
3. Human Resources # 858-292-2033
4. Chief Operating Officer # 858-292-2022
5. CEO # 858-292-2024

In the event the harassment complaint is regarding any individual listed below, submit the complaint in writing in a sealed envelope marked *personal and confidential* to the Adjoin Corporate office at 9444 Farnham Street, Suite 210, San Diego, CA., 92123 as outlined:

- If the complaint is regarding the Head of People (HP), attention the Chief Executive Officer.
- If the complaint is regarding the Chief Operating Officer or Chief Financial Officer, attention the Chief Executive Officer

©Adjoin

- If the complaint is regarding the Chief Executive Officer, attention the Board of Directors, Chair
- If the complaint is regarding the Board of Directors, attention the Chief Executive Officer

Please do not assume that Adjoin is aware of the problem. Bring complaints and concerns to the attention of the company promptly so that it can be resolved. If the employee is not satisfied with the disposition of the complaint, please report concerns to the CEO of Adjoin. All supervisor/managers are required to report any violations of this policy to the Chief Operating Officer or CEO.

Response Plan to Complaints:

- Adjoin will immediately acknowledge all complaints and promptly address the complaint or issue raised. All complaints will elevate to the attention of the COO and CEO.
- The CEO will promptly notify the Board of complaints of harassment. The Board will ensure the response plan steps are followed.
- All complaints are to be investigated promptly and thoroughly by qualified personnel. The CEO or COO will determine if the matter should be investigated in-house or by an outside consultant or lawyer. If the complaint is regarding the CEO the Board of Directors will determine if the matter should be investigated by an outside party. Any complaints regarding the Board will be directed to the CEO who will determine if the matter should be investigated in-house or by an outside consultant or lawyer.
- The CEO or COO will decide the scope of the investigation relative to allegations.
- Investigations will be timely, documented and tracked for progress and closure. Information obtained during investigation process will be kept confidential to the extent possible under the circumstances. The claimant accused and all participants in the investigation will be advised retaliation will not be tolerated. All relevant evidence is considered before a decision is made.
- Upon completion of the investigation, Adjoin will advise the complainant and the alleged harasser of the outcome. Adjoin will take whatever appropriate corrective action is warranted under the circumstances, including discipline up to and including termination of employment. Individuals, who knowingly provide false information in an investigation, or refuse to cooperate in an investigation, are subject to disciplinary action.

  Any employee who engages in, condones, or otherwise participates in any form of

©Adjoin

harassment in violation of this policy is subject to disciplinary action, up to and including immediate termination. Any employee who retaliates against a person for reporting harassment is also subject to disciplinary action, up to an including immediate termination. Adjoin seeks appropriate action and resolutions. Any employee who retaliates against any employee based on his/her good faith report of harassment or participation in an investigation related to alleged harassment is also subject to disciplinary action, up to and including immediate termination. In addition, legal liability may be imposed against individual offenders who engage in harassment or retaliation that violates federal, state, or local laws.

- Adjoin will underscore our commitment to a workplace free of discrimination and harassment and recirculate policy and/or training, as deemed appropriate.
- The CEO is responsible for responding to all media inquiries and/or for issuing media statements on behalf of the organization.

Upon hire, all employees are to receive and sign a copy of our policy stating that the policy has been read and is understood.

Effective Date: January 1, 2008

Revised: September 18, 2026

©Adjoin

4 Incident Reporting

Complete, prompt notification of all incidents involving Adjoin employees and clients.

In most instances, incident reporting includes notifications to third parties, which may include Law Enforcement Agencies, Regional Centers, the Department of Veteran Affairs and other federal, state, and local entities.

It is the responsibility of management to ensure that all notifications are made in a prompt and complete manner.

An incident is not just an on-the-job injury. Any incident, in which one of Adjoin's clients or employees is involved in, where an injury, aggressive behavior or other action taken by or to our client or employee happens, must be documented by an incident report. Examples of situations appropriate for an incident report include and are not limited to:

- On/off the job injury or accident
- Aggressive behavior, fighting, or assault
- Epidemic outbreaks
- Communicable disease
- Infection control
- Biohazardous accidents
- Abuse, Neglect, Suicide
- Sexual Assault
- Elopement/Wandering
- Poisonings
- Medication errors
- Unauthorized use and possession of legal or illegal substances
- Overdose
- Catastrophes/fires or explosions
- Threatening gestures or statements
- Use and unauthorized possession of weapons

©Adjoin

- Car accidents
- Verbal abuse or harassment
- Unexcused tardiness or absenteeism
- Unauthorized possession of property
- Use of seclusion.
- Use of restraint.
- Arrest, incarceration, or questioning by law enforcement
- Death
- Other sentinel or unexpected safety event

A phone call is not enough. In all cases where phone notification is made, a copy of the incident report must be sent. Timeliness is critical. For insurance and other legal reasons, all incidents must be reported to the Program Manager/ Director/Director of Programs/Chief Operating Officer and the Corporate Office within 24 hours of the time at which the employee becomes aware of the incident.

Incidents involving death, injury, abuse, threatening actions, illegal activities, criminal acts by grantee, incidents that have garnered media attention or other incidents of a serious nature should be immediately reported to a Program Manager/Director/Director of Programs/Chief Operating Officer and/or the Chief Executive Officer.

In the Veterans Division, the Director will review the incident and communicate with the VA Regional Coordinator within 24 hours of the identified critical incident. The VA defines critical Incident is defined as an abrupt, serious event that occurs outside of the ordinary human experiences.

A written ***Special Incident Report Form*** must be completed by the employee who first gained knowledge of the incident or was directly involved in the incident. The report must also be reviewed and signed by the Program Manager/Director/Director of Programs and submitted to Adjoin Corporate office within 48 hours.

1. quality.assurance@adjoin.org (Corporate Office)

All Special Incident Reports must be completed thoroughly and accurately including the detailed action plan and any additional follow-up planned or provided to ensure the participant receives appropriate support and to identify ways to prevent this incident from reoccurring in the future. The detailed action plan will vary based on the Participant's needs and the nature of the incident.

©Adjoin

Individuals who fail to report incidents within a timely manner will be subject to disciplinary actions up to and including termination.

Withholding or failure to report information regarding abuse or illegal activities may be a criminal offense. Adjoin is required to report all such activities to the proper law enforcement agencies.

Effective Date: September 1, 1993

Revised: January 1, 2023

©Adjoin

4.1 Dependent Adult Abuse Reporting

In compliance with Chapter 1164 of the Welfare & Institutions Code, Adjoin requires that direct care staff sign a statement that he/she has knowledge of the provisions regarding the reporting of dependent adult abuse and will comply with the requirements.

This means that should an Adjoin staff member have any knowledge of or indication that abuse has occurred, he/she must immediately verbally report the known or suspected instance of abuse to his/her supervisor and/or Program Manager/Director/Director of Programs/Chief Operating Officer as well as complete a written incident report. Staff must also contact adult protective services or a local law enforcement agency as practically possible by telephone, then prepare and send a written report within 24 hours of receiving the information concerning the incident.

Abuse of a dependent adult means physical abuse, sexual abuse, neglect, intimidation, cruel punishment, fiduciary abuse, or other treatment with resulting physical harm or pain or mental suffering, or the deprivation of goods or services which are necessary to avoid physical harm or mental suffering.

It is critical that Adjoin staff understand they are mandated reporters and the importance of immediately reporting any such information to Adjoin and to the appropriate authorities. Upon hire, every employee is to review the REQUIRED REPORTING OF DEPENDENT ADULT ABUSE information and sign a form acknowledging he/she has knowledge of said information.

The safety and wellbeing of our clients is a priority to Adjoin. Any person who fails to report an instance of dependent adult abuse which he/she knows to exist, or reasonably should know to exist, is guilty of a misdemeanor.

Effective Date: January 1, 2000

Revised: January 1, 2010

©Adjoin

4.2 Required Reporting of Dependent Adult Abuse

Chapter 1164 of the Welfare & Institutions Code became effective as an urgency statute, September 28, 1985. This law, introduced by Assemblyman L. Papan (AB238), requires that any person who enters into employment on or after January 1, 1986 as a care custodian health practitioner or with an adult protective agency or local law enforcement, prior to commencing employment, and as a prerequisite to employment, and any person who was employed prior to January 1, 1986, who continues to be employed, shall sign a statement which shall be provided by the prospective or current employer to the effect that he/she has knowledge of the provisions of Section 15630 of the W& I Code will comply with its provisions. Signed statement shall be printed, distributed, and filed by the employer.

Any person who fails to report an instance of adult abuse, which he/she knows exists, or reasonably should know to exist, is guilty of a misdemeanor.

Dependent adult means any person residing in this state between the ages of 18 and 64, who has physical or mental limitations which restrict his/her ability to carry out normal activities or to protect his/her rights including, but not limited to persons who have physical or developmental disabilities or whose physical or mental abilities have diminished because of age.

Abuse of dependent adult means physical abuse, sexual abuse, neglect, intimidation, cruel punishment, fiduciary abuse or other treatment with resulting physical harm or pain or mental suffering or the deprivation by a care custodian of goods or services which are necessary to avoid physical harm or mental suffering.

"CARE CUSTODIAN" means an administrator or an employee of any of the following public or private facilities:

- Health Facility
- Clinic
- Home Health Agency
- Educational Institution
- Sheltered Workshop
- Camp
- Respite Care Facility
- Residential Care Facility, including foster homes and group homes
- Community Care Facility
- Adult Day Care Facility
- Regional Center for persons with developmental disabilities

©Adjoin

- Licensing worker or evaluator
- Public assistance worker
- Adult Protective Service Agency
- Patient's Rights Advocate
- Nursing Home Ombudsman
- Legal Guardian or Conservator
- Skilled Nursing Facility
- Intermediate Care Facility
- Local Law Enforcement Agency
- Any other person who provides goods or services necessary to avoid physical harm or mental suffering

"Health Practitioner" means a physician and surgeon, psychiatrist, psychologist, dentist, intern, podiatrist, chiropractor, licensed nurse, dental hygienist, marriage, family and child counselor or any other person who is currently licensed under Division 2 (commencing with Section 500) of the Business and Professions Code, and any emergency medical technician I or II paramedic, a person certified pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code, or a psychological assistant registered pursuant to Section 2913 of the Business and Professions Code, a marriage and child counselor trainee as defined in subdivision © 4980.03 of the Business and Profession Code, or an unlicensed marriage, family and child counselor intern registered under Section 4980.44 of the Business and Professional Code, a state or county public health employee who treats a dependent adult for any conditions, a coroner, a religious practitioner who diagnoses , examines, or treats dependent adults.

All employees must acknowledge the provisions of Section 15630 of the California Welfare and Institutions Code and must comply with its provisions.

Effective Date: January 1, 2000

Revised: January 1, 2002

©Adjoin

4.3 Duty to Warn

Adjoin requires employees to warn the potential victim or victims and law enforcement where the client or their family members have communicated to the employee a serious threat of physical violence against a reasonably identifiable victim or victims. In these situations, the employee's duty is to make a reasonable effort to communicate the threat to the victim or victims and to a law enforcement agency in a prompt and immediate manner. When the safety of a potential victim(s) is at risk it is essential that the duty to warn be implemented immediately and without delay.

An employee has a duty to warn if, and only if, the threat which the employee has learned - whether from the client or a family member - leads him or her to believe the client poses a risk of grave bodily injury to another person. The duty applies to credible threats only.

Any person who fails to report the threat, which he/she knows exists, or reasonably should know to exist, is subject to disciplinary action, up to and including termination. Failure to act may also result in potential civil liabilities.

A credible threat of violence means:

- a threat that is real and immediate, not conjectural or hypothetical.
- intentionally saying something or acting in a way that would make a reasonable person afraid for the safety of another.
- one that can reasonably be construed to be carried out.

What to Report

It is important to note, that what you are required to report is the specific threat including ***only*** information to the extent needed to address the safety of the potential victim(s). The scope of information shared will vary depending on whether you are communicating with law enforcement or the potential victim(s). Relevant details *may* include the name of the client, their physical description and their clothing at the time of the threat. A client's health information including diagnoses would not be relevant to the potential victim(s).

©Adjoin

Procedure for Imminent Credible Threat:

1.	If the potential victim(s) is in imminent danger first call 911 and provide verbal report.
2.	If the potential victim(s) is in imminent danger and you have their contact information, second call the potential victim and warn them of the immediate threat.
3.	Contact your designated Program Manager/Director/Director of Programs and notify them of the threat and the steps you have taken thus far. The Program Manager/Director/Director of Programs is responsible for promptly notifying the Chief Executive Officer or their designee.
4.	Document the details of the threat including any available identifying information of the potential victim(s) and the client and the reports you have made thus far. Submit your summary document to your Program Manager/Director/Director of Programs.
5.	A Special Incident Report or Critical Incident Report must be completed and processed per our policies and procedures.

Procedure for Non-Imminent Credible Threat:

1. Contact your designated Program Manager/Director/Director of Programs and notify them of the threat. The Program Manager/Director/Director of Programs is responsible for promptly notifying the Chief Executive Officer or their designee. The Management team will assist you to assess the credibility of the threat and determine the next action steps.
2. Document the details of the threat including any available identifying information of the potential victim(s) and the client. Submit your summary document to your Program Manager/Director/Director of Programs.

©Adjoin

3. If the threat is deemed credible by corporate level management, you or a manager (dependent upon the circumstances) will notify the potential victim(s) and law enforcement by phone and in writing by following up with the documented details.
4. A Special Incident Report or Critical Incident Report must be completed and processed per our policies and procedures.

All employees must sign an acknowledgement of this duty and comply with its provisions upon their date of hire with Adjoin.

Effective Date: April 1, 2015

©Adjoin

5 Quality Assurance Program

The Quality Assurance (QA) Program is designed to assure that we as an organization are providing quality services and are meeting the expectations of our clients, the funding agencies, other stakeholders as well as our own organizational Code of Ethics. The information gathered by the QA Program provides data-informed measurement of how well we as an organization are meeting these expectations and goals. This information is used to show that we met our funding contract goals as well as assists in development, marketing, and fundraising efforts. The QA Program is a very important and critical part of all of Community Catalysts California's programs and services.

The Board of Directors and management of Adjoin are committed to providing services to all its clients that truly meet every person's needs and expectations. In order to measure our success and ensure the inclusion of outcomes in future planning, ADJOIN has established the following system of management and measurement as part of the Quality Assurance Program:

- Each program in which Adjoin is participating will be evaluated annually on an aggregate basis to determine its appropriateness, service satisfaction, effectiveness, efficiency, and progress.
- Each Coordinated Service Plan (ISP) will be evaluated at least annually to determine its appropriateness, service satisfaction, effectiveness, efficiency, and progress.
- Each client will be surveyed on a no less than annual basis, to determine overall satisfaction with the program and the individual staff persons providing service.
- Each funding agency contact person or case manager will be surveyed on a no less than annual basis, to determine overall satisfaction with the program and the individual staff persons providing service.
- Each employer will be surveyed on a no less than annual basis, to determine overall satisfaction with the program and the individual staff persons providing service.
- Each community partner will be surveyed on a no less than annual basis, to determine overall satisfaction with the program and the individual staff persons providing service.

There are five components within the QA Program:

- Performance Measurements
- Field Evaluation Surveys

©Adjoin

- Site Checks
- Accessibility
- Special Incident Reporting

Each one of these components gathers information in a unique way from different perspectives and contexts. The QA Program collects data from clients, stakeholders (e.g., referring agencies, employers, property owners, and other service providers), and employees to measure the quality of our services and identify areas for improvement. Data may be collected in a variety of ways that best meet the needs of the clients, stakeholders, and organization.

Components of Adjoin's Quality Assurance Program

Performance Measurements:

Program outcome measurements are the forms that we complete for each program to measure our effectiveness and efficiency in providing services. This information is used to assist us as an agency to set goals and to monitor our progress in achieving these goals. Management sets these goals annually.

Program outcome measurement forms are to be completed by the Program Manager (PM) or their designee annually, in the month designated by the QA calendar.

Field Surveys:

Field Evaluation surveys are sent to our stakeholders to assess the quality of services we are providing. This information is used to help assure we are providing a good quality of service. These surveys are to be completed by clients, employers, landlords, funding agencies, and other stakeholders as appropriate. These surveys help us measure how well we are addressing the needs of our stakeholders, the effectiveness of our services, the efficiency of our services, stakeholder satisfaction, and obtain other feedback.

Site Checks:

The Site Checks are completed to assure that the QA process is being followed at client homes and job sites. This information is used to help assure we are providing quality services by viewing all environments as well as by interacting with clients and stakeholders. The site checks are to be completed by the individual assigned by the PM on a quarterly basis.

©Adjoin

Accessibility Checklists and Plans:

Accessibility Checklists help us identify and plan how to make facilities and services more accessible for people with disabilities and other persons served. Accessibility Checklists are completed annually in each program in the month designated in the QA calendar. Annually, an organization-wide accessibility plan is created to set goals and focus efforts to improve accessibility.

Special Incident Reporting and Follow Up:

The Special Incident Report (SIR) are completed to inform all parties that there was an incident with a client and to assure that appropriate follow-up is completed to reduce the likelihood of future incidents. This information is used to help monitor the quality of our services as well as the progress of Clients. The SIRs are to be completed by the staff that witnessed or were involved with the incident and must be completed and turned in within 48 hours of incident. Verbal notification to supervisory staff must be made within 24 hours of incident. The SIR is completed by all programs. Follow ups must be completed within 60 days of incident.

Performance Measurement Plan and Goals:

An essential component of Quality Assurance is not only collecting data but using it in an effective way to create a sensible and successful plan of action. To this end, program management will be responsible for reviewing all the data collected over the QA year and deciding how to best use it to drive Program results.

The plan is created by local management to:

- Thoughtfully assess the information received over the QA year.
- Determine where improvement needs to be made.
- Set SMART goals to drive results and improvement, broken down by program, area, and type of data or measure.

This written plan should be presented to the Quality Assurance Administrator and will be reviewed annually.

©Adjoin

Reporting:

The Quality Assurance Administrator (QAA) distributes data to the local teams as collected in the form of a summary report by activity, once each activity is completed, so that data can be interpreted and analyzed by local management teams.

In addition, the QAA will distribute organization-wide monthly reports to the COO to ensure that data is reviewed, and timely action is taken as needed. In addition, a year end summary of data will be distributed by the QAA to each area to assist with goal setting and planning.

Review of QA Program:

In addition to reviewing the data collected and setting goals for improvement, the QA Program's components, methods and overall effectiveness are also reviewed annually to ensure maximum effectiveness. The QA handbook is updated annually.

Effective Date: January 1, 2000

Revised: January 1, 2023

©Adjoin

6 Clients/People Served

Adjoin is committed to promoting, preserving, and respecting the rights of our clients and people served. Staff shall demonstrate procedures to evaluate any restrictions and use appropriate methods to reinstate rights.

The health and safety of our personnel and clients is of extreme importance to Adjoin. Accordingly, Adjoin emphasizes health and safety at the workplace and at our clients' living environments. Safety orientation, training, and retraining on safety issues are provided on a regular basis. Adjoin's *Injury and Illness Prevention Program* and client safety policies shall be reviewed annually.

Effective Date: July 1, 1996

Revised: January 18, 2010

©Adjoin

6.1 Clients Rights

It is the policy of Adjoin to recognize and respect the rights of all people. It is particularly important that clients and Adjoin staff understands the rights and responsibilities of our clients.

It is the client's responsibility to participate in his or her Individual Service Plan (ISP), to tell his/her advocates about his/her wishes, and to be honest if feeling pressured to accept some decision that he/she does not like or want. It is also the client's responsibility to treat others with respect and speak-up if he/she feels that he/she or others are being treated with disrespect or being abused.

The client has a right to privacy and confidentiality and to have their information safeguarded as such. The client has the right to:

- Confidentiality and privacy of their information
- Access their own records.
- Non-discrimination
- Self-help and self-advocacy support services
- Be free from neglect, abuse, and exploitation
- File grievances and complaints
- Appropriate services
- Involvement in research projects if applicable.
- Support services to adhere to research guidelines and ethics, if applicable.
- Concurrent services as applicable.
- Participate in all decisions that concern them
- Freedom from humiliation and retaliation
- Freedom from financial exploitation
- Have and be referred to legal assistance for appropriate representation

©Adjoin

Clients have the right to an effective program and the right to actively participate in all decisions regarding themselves. Clients also have the right to see their file and their information to help them make decisions.

Clients have the right to informed consent or refusal or expression of choice regarding:

- How their service is provided
- Release of information
- Make-up of their service staff team
- Involvement in research projects
- All services being provided to them

The client also has the right to file grievances and complaints and to be free from retaliation or barriers to services due to such complaints.

Effective Date: September 1, 1993

Revised: May 30, 2013

©Adjoin

6.2 Restrictive Procedures

Adjoin employees are often involved with providing services to individuals who have serious medical needs. Sometimes these medical needs, while not of an immediate emergency (trauma) nature do pose serious threats to an individual's health and well-being.

Sometimes consent or cooperation is refused or is impossible to obtain. Adjoin's philosophy is one that would attempt all other intervention techniques first, including accessing generic resources: 911, Police, Ambulance, Fire Department, etc. prior to using physical force/intervention. Physical intervention is to be used as a last resort measure when a client's, staff's, or other person's life is in imminent danger.

Every Adjoin employee, who is assigned to a client with a history of assaultive or self-destructive behavior, is required to receive training in managing aggressive and/or assaultive behavior, which includes both verbal and nonviolent physical intervention techniques. The training reflects Adjoin's philosophy of utilizing physical intervention as a last resort but does provide training in nonviolent physical, self-defense techniques that would allow staff to escape the situation to get help (911, crisis response staff, etc.)

In order to understand the different types of legal alternatives, several types are explained below:

- **Behavior Shaping and Non-Physical Intervention -** Talking, modeling, and other methods of persuasion are always to be tried before any attempt at direct physical intervention is made. Even in cases where physical intervention has been necessary in all prior instances, employees should first attempt persuasion.
- **Community Resources -** This is the most preferred method of physical intervention. Police, EMT, or hospital personnel are not only legally permitted, trained and capable of intervention; they are shielded from personal liability.
- **Court Order -** A judge may make specific rulings that abridge an individual's rights and freedom. "Due Process" means that counsel represents the individual. These abridgments can include commitment to an institution or lesser forms of restraint or containment. The persons who provide this care, restraint, or containment are

©Adjoin

usually employees of the federal, state, or local agencies or are licensed by these agencies.

- **Title 17 Waiver -** In cases where an individual is unable to give his/her consent and is not conserved or otherwise covered by court order, the Medical Director of a Regional Center may order medication, care and intervention. The procedure for this is detailed in Title 17. This does not usually apply to individuals who can express their needs.

Adjoin requires incident reports be completed and regional/corporate offices be notified immediately of all incidents where emergency procedures are utilized.

Effective Date: August 2, 1995

Revised: January 18, 2010

©Adjoin

6.3 Client Safety

Having a safe environment to live and work is essential. Some of our clients have special needs and challenges that make safety a prime concern. A survey must be made of the Residential Supported Living Site, travel route, and workplace for potential hazards and obstacles. Existing fire exits could be unacceptable for physically disabled or wheelchair-bound clients. Other physical limitations could make the handling of some household/work tools and chemicals dangerous. Poor reading skills could mean confusion between hazardous and non-hazardous materials. The direct support provider should be especially aware of these issues and work with Adjoin's professional staff to find alternatives or supplemental aids.

Every Adjoin office has an emergency access system allowing Adjoin staff to be reached 24-hours a day should emergencies arise. This system may be individualized for each office with most systems being comprised of an emergency on-call that is rotated between program manager staff.

At each Residential Supported Living Site or Work Activity Site, the Case Manager should determine if an Emergency Evacuation Plan exists and ensure that clients and staff can execute it successfully. In cases where such a plan does not exist, one must be developed, posted, and filed as part of the coordinated Service Plan.

An individualized emergency plan for each client will be developed and available where staff can easily access the information in the client's environment. These plans generally include telephone numbers for doctors, police, crisis response team, emergency on-call, and the client's medical and personal information which would be needed should an emergency arise.

Any instances of client or employee injury must be reported to a supervisor immediately.

For clients who have severe medical and/or behavioral issues (seizures, SIB, assaultive behaviors, etc.) there are individualized emergency plans specific to the client's needs and steps to be taken when dealing with that specific emergency. These plans are developed after consulting with doctors and/or behavioral consultants.

In any instance of client behavioral outburst, harassment, injury, or medical emergency whether at a Residential Supported Living Site, on the job, in-route to the job, while in the presence of an Adjoin employee, or any incidents where emergency procedures are utilized, a Client Incident Report must be filed and reported to a supervisor.

Effective Date: September 1, 1993

Revised: January 18, 2010

©Adjoin

6.4 Client Identification Card

Adjoin provides an optional company identification card to clients.

The client identification card provides critical information when an individual is unable to remember if an emergency should occur. It provides standard information such as: what service Adjoin provides for the client, full name, address, city, zip, home phone number, social security and medical identification number. On the reverse side of the card, it provides information regarding medical alerts, allergies, hospital name, two (2) contacts (i.e. family member, Adjoin case responsible person), and/or other information that may be helpful.

In order to have a picture added to the identification card, a digital picture must be submitted. The picture is transferred in the appropriate size on to the identification card.

The "Release of Information and Photograph for a Adjoin Identification Card" must be completed by the client and case responsible manager and shall be kept in the client's file.

The "Identification Card Application" must be completed by the client and sent to the appropriate regional office for processing.

All Adjoin Identifications Cards must be returned to Adjoin upon termination of services.

Effective Date: January 1, 2001

Revised: January 18, 2010

©Adjoin

6.5 Zero Tolerance for Client/Participant Abuse or Neglect

Adjoin has no tolerance for client/participant abuse or neglect. We consider the health and safety of all our clients/participants to be the most important part of our services. To ensure the health, safety and security of our clients/participants, we are committed to a Zero Tolerance standard for client abuse and neglect.

Abuse includes, but is not limited to physical abuse, neglect, financial abuse, abandonment, isolation, abduction, or other treatment which results in physical harm, pain or emotional/mental suffering, or deprivation, by a person providing care and supervision, of goods and services which are necessary to avoid physical harm or emotional/mental suffering further defined as follows:

- Physical Abuse: Any act which results in non-accidental injury. The use or attempt to use force on the person of another, unreasonable physical constraint, prolonged or continual deprivation of food and water, chemical restraint, or psycho tropic medication without medical authorization used for punishment.

- Sexual Abuse: Any non-consenting sexual act or behavior.

- Financial Abuse: The illegal or unethical exploitation and/or use of a client's funds/participant's funds, property, or other assets.

- Neglect: The negligent failure of a person(s) having care or custody of a client to exercise a reasonable degree of care including, but not limited to, a failure to assist in personal hygiene and the provision of food, clothing, and shelter, or failure to provide medical care or protect the client from health and safety hazards including a medical diagnosis of failure to thrive.

- Abandonment: The desertion of a client/participant by someone who is a caregiver or has custody of the client/participant when a reasonable person would continue to provide care and custody.

- Abduction: The removal, without the consent of the client/participant/conservator, of a client/participant/conservator to another state.

©Adjoin

- Isolation: The intentional preventing of a client/participant receiving mail, telephone calls or visitors when contrary to the expressed wishes of the client/participant.

- Emotional Abuse/Mental Suffering: Fear, agitation, confusion, severe depression or other forms of emotional distress that is brought about by deprivation, threats, harassment, or other forms of intimidating behavior.

Client/Participant abuse committed by Adjoin employees will not be tolerated. All such abuse or allegations of such abuse will be thoroughly investigated. Any Adjoin employee found to have engaged in abuse against a client/participant will be subject to termination. Adjoin will also report abuse to all applicable authorities.

"Reasonable suspicion" is the standard for reporting abuse and neglect. All staff who are mandated reporters will always strictly comply with the reporting laws. A mandated reporter must report all client/participant abuse to the applicable governmental authorities immediately or as soon as practicable after his or her discovery or reasonable belief that client abuse has occurred.

Suspected abuse must be reported immediately to:

- Adjoin Manager and be followed by a written Special Incident Report within 24 hours of receiving the information concerning the incident. You are required to speak with a manager, if you obtain voice mail leave an urgent message and follow-up as needed to speak directly with a manager.

Additionally, all suspected abuse will be reported to:

- Applicable County Adult Protective Services.
- Applicable Regional Center, Department of Rehabilitation or the Department of Veteran Affairs.
- Local police.
- Applicable County Ombudsman Office.
- Conservator, if applicable.

Effective Date: July 1, 2014

©Adjoin

7 Workplace

Every employee and working client should understand the importance of safety in the workplace. By being safety conscious, employees can protect their own interests as well as those of their co-workers and the clients we serve. Accordingly, Adjoin emphasizes workplace safety and expects all employees and working clients to take steps to promote safety in the workplace.

In keeping with this commitment, Adjoin has established an *Injury and Illness Prevention Program* (IIPP) as part of our safety program. The Head of People (HP) is delegated as the IIPP Administrator.

Employees and working clients must understand that compliance with safety requirements is a condition of employment. Due to the importance of safety considerations to Adjoin, employees or working clients who violate safety standards, who cause hazardous or dangerous situations, or who allow such conditions to remain when they could be effectively remedied, may be subject to disciplinary action, up to and including termination of employment or Adjoin services.

It is therefore essential that all employees comply fully with the standards and practices of Adjoin that are designed to promote a safe and healthy working environment. As part of our policy, Adjoin has established programs to train and retrain employees as appropriate, to assist them to avoid dangerous or unhealthful conditions, and to remedy problems or hazards before they cause accidents or injuries. Similar training is to be individualized by coaches for working clients at their work site.

Whenever an employee identifies an unsafe condition or an occupational safety and health risk, the employee should report the matter immediately to their supervisor if they are unable to remedy the situation independently.

Part of Adjoin's IIPP includes the review of safety issues at regular staff meetings, training programs, posting safety notices and safety tips, and providing periodic written

©Adjoin

communications to employees regarding safety matters. Safety Officers may conduct periodic inspections and evaluations to identify unsafe conditions and work practices and will investigate occupational injuries and illnesses. When appropriate, Adjoin will utilize the services of outside representatives to conduct inspections in our attempts to promote the interests of safety in the workplace.

Every effort will be made to correct unsafe or unhealthy conditions, work practices, or procedures in a timely manner. It is therefore essential that all employees cooperate in achieving these objectives and assist us in providing a safe workplace for everyone.

Employees may occasionally be asked to assist or participate in inspections and evaluation, the correction of unsafe or unhealthful conditions, or training programs. Full cooperation by all employees is necessary for the accomplishment of our goals.

Employees should direct any questions they have regarding their obligations under the IIPP or Adjoin's safety policies to their direct supervisor.

Effective Date: September 1, 1996

Revised: September 18, 2026

©Adjoin

7.1 Workplace Professionalism & Decorum

Adjoin provides employees with a workplace free from harassment and intimidation. Adjoin will not tolerate actions that promote or create a hostile workplace.

Employees who engage in harassment, intimidation of employees, clients, or others will be subject to immediate suspension from Adjoin property and disciplinary action up to and including termination.

No posting or solicitations for donations, sponsorships, gifts, birthdays, cosmetics, or other purposes may be conducted at an office, work site or to clients without the prior written approval of the Chief Executive Officer or their designee.

Gambling, including all "pools," is prohibited at all offices, work sites and with or in the presence of a client.

Distribution or posting nonwork related literature by employees during working time is also prohibited, as is distribution of literature in working areas. "Working time," as used in this policy, excludes meals and break periods.

Effective Date: January 1, 2003

Revised: January 18, 2010

©Adjoin

7.2 Employee Behavior

It is the policy of Adjoin that certain rules and regulations regarding employee behavior are necessary for efficient business operations and for the benefit and safety of all employees. Conduct that interferes with operations, discredits the company, or is offensive to clients, outside business staff or coworkers will not be tolerated.

Employees are always expected to conduct themselves in a positive manner in order to promote the best interests of ADJOIN. Appropriate employee conduct includes:

1. Treating all clients, visitors, and coworkers in a courteous manner
2. Refraining from behavior or conduct that is offensive or undesirable, or which is contrary to Adjoin's best interests
3. Reporting to management suspicious, unethical, or illegal conduct by coworkers, clients, or outside business staff
4. Reporting to management any threatening or potentially violent behavior by coworkers
5. Cooperating with company investigations
6. Complying with all company safety and security regulations
7. Wearing clothing appropriate for the work being performed
8. Performing assigned tasks efficiently and in accord with established quality standards
9. Reporting to work punctually as scheduled and being at the proper work site, ready for work, at the assigned starting time
10. Giving proper advance notice whenever unable to work or report on time
11. Smoking only at times and in places not prohibited by company rules or local ordinances
12. Maintaining cleanliness and order in the workplace and work areas.

©Adjoin

The following conduct is prohibited, and individuals engaged in it will be subject to corrective action, up to and including termination:

1. Engaging in or threatening acts of workplace violence, including but not limited to:
    - Possessing firearms or other weapons on company or client property
    - Fighting or assaulting a coworker, guest, or client; and/or
    - Threatening or intimidating a coworker, client, or guest.
2. Engaging in any form of sexual or other harassment
3. Mishandling or unauthorized possession of property of company or client funds
4. Reporting to work under the influence of alcohol, illegal drugs, or narcotics or using, selling, dispensing, or possessing alcohol, illegal drugs, or narcotics on company or client worksite premises
5. Disclosing trade secrets or confidential company information
6. Falsifying or altering any company record or report, such as an employment application, medical reports, case notes, time records, expense reimbursements, absentee reports, or other legal documentation
7. Stealing, destroying, defacing, or misusing company property or another employee's or client's property
8. Misusing company communications systems, including electronic mail, computers, Internet access, and telephones
9. Refusing to follow management's instructions concerning a job-related matter or being insubordinate
10. Failing to wear assigned safety equipment or failing to abide by safety rules and policies
11. Soliciting or distributing in violation of company policies
12. Smoking where prohibited by local ordinance or company rules
13. Using profanity or abusive language
14. Gambling on company property
15. Playing pranks or engaging in horseplay; and
16. Wearing improper attire or having an inappropriate personal appearance.
17. Sleeping on the Job: Adjoin employees providing direct services to a client are responsible for facilitating and monitoring their overall health and safety. In order to

©Adjoin

fulfill that responsibility, Adjoin employees are always required to remain awake and alert while on duty. Direct support employees found sleeping while on shift or who fail to remain alert while on duty shall receive corrective action, up to and including termination.

Due to this requirement, any employee taking medication that contains a warning that the medication may cause drowsiness must report that they are taking such medication to their supervisor prior to beginning their workday. The employee must report this information sufficiently in advance of their scheduled reporting time so that the supervisor has adequate time to determine if the employee should report to work.

If any employee becomes aware of a Direct support employee sleeping on duty or failing to remain alert, the employee must immediately notify their supervisor. If it is determined that an employee failed to report such an incident, they will receive corrective action up to and including termination.

The examples of impermissible behavior described above, are not intended to be an all-inclusive list. At management's discretion, any violation of the company's policies or any conduct considered inappropriate or unsatisfactory may subject the employee to disciplinary action. Questions about this policy should be directed to the Chief Executive Officer.

Effective Date: January 1, 2006

Revised: January 1, 2020

©Adjoin

7.3 Personal Appearance of Employees

It is the policy of Adjoin that each employee's dress, grooming, and personal hygiene should be appropriate to the work situation.

Employees are always expected to present a professional, businesslike image to clients, prospects, and the public. Acceptable personal appearance, like proper maintenance of work areas, is an ongoing requirement of employment with the company. Radical departures from conventional dress or personal grooming and hygiene standards are not permitted.

Office workers and any employees who have regular contact with the public must comply with the following personal appearance standards:

1. Employees are expected to dress in a manner that is normally acceptable in similar business establishments. Employees should not wear suggestive attire, athletic clothing, shorts, sandals, flip flops, T-shirts, novelty buttons, baseball hats, and similar items of casual attire that do not present a businesslike appearance in office worksites;
2. Hair should present a well-groomed, clean and professional appearance; and
3. Tattoos and body piercings (other than earrings) should be in good taste.

Employees who do not regularly meet the public should follow basic requirements of safety and comfort but should still be as neat and businesslike as working conditions permit.

Certain employees may be required to meet special dress, grooming, and hygiene standards, such as wearing uniforms, depending on the nature of their job.

At its discretion, Adjoin may allow employees to dress in a more casual fashion than is normally required. On these occasions, employees are still expected to present a neat appearance and are not permitted to wear ripped or disheveled clothing, athletic wear, flip flops or similarly inappropriate clothing.

©Adjoin

Any employee who does not meet the standards of this policy will be required to take corrective action, which may include leaving the premises. Non-Exempt employees (those employees subject to the minimum wage and overtime requirements of the Fair Labor Standards Act) will not be compensated for any work time missed because of failure to comply with this policy. Violations of this policy will also result in disciplinary action, up to and including termination.

Effective Date: January 1, 2006

Revised: January 18, 2010

©Adjoin

7.4 Non-Fraternization

In the interest of avoiding actual or potential conflicts of interest, complaints of favoritism, possible sexual harassment, and potential dissension caused by romantic relationships between employees, and especially between supervisors and other employees, Adjoin has the established the following policy provisions:

1. Dating between employees, while not prohibited, is often perceived as unprofessional behavior and may lead to conflicts in the workplace.

2. Employees are prohibited from engaging in physical contact that would in any way be deemed inappropriate by a reasonable person while anywhere on company premises, whether during work hours or not. Employee off-duty conduct is generally deemed private, as long as it is not detrimental to employee performance or the workplace environment. An exception to this is romantic or close personal relationships between supervisors and subordinates which may constitute a conflict of interest.

3. Should a supervisor become personally involved with an employee within the "line of command," a conflict of interest could occur. Therefore, all such relationships must be disclosed to upper management to ensure that steps can be taken to avoid a problem. If potential issues are identified, the company will work with the parties involved to consider options for resolving the conflict.

4. Failure to work with the company to resolve a situation that may violate the standards set out in this policy may be deemed insubordination; this may result in disciplinary action up to and including termination of employment. A refusal to accept a transfer to a reasonable alternative position, if available, will be deemed a voluntary resignation.

Effective Date: January 1, 2007

Revised: January 18, 2010

©Adjoin

7.5 Employee Grievance Procedure

Adjoin is committed to a policy of equal services and employment opportunity for all clients, program participants, employees, job applicants**,** and volunteers.

It is Adjoin's policy to provide programs and services, employment, career development, advancement, and opportunity based on merit, efficiency, and fitness. Adjoin endeavors to maintain an environment that is free of discrimination based on age, sex, ancestry, color, marital status, medical condition, pregnancy, national origin, veteran status, physical or mental disability, military or veteran status, denial of leave under the Family and Medical Leave Act or the California Family Rights Acts, political affiliation, race, religious creed, gender, or sexual orientation, or any other characteristic protected by applicable federal or state law.

No person shall be granted preferential treatment based on race or gender, or otherwise be discriminated against regarding services, appointment, discipline, promotion, recruitment, retention, selection, training, or other aspects of services and employment.

Adjoin will provide reasonable accommodations to ensure employment opportunities and public services remain accessible.

Any employee has the right to question and appeal any decision, determination, or action in which he/she is involved.

> *The policy of Adjoin is that all complaints, allegations of unfair, illegal, or unethical treatment, and allegations of discrimination received by any staff member will be documented and presented to the Regional Director/Program Manager and the Chief Operation Officer immediately.*
>
> *Any complaint regarding discrimination or harassment based on a protected classification should be filed under the* ***Harassment Prevention Policy****.*
>
> *Any complaint regarding an employee conflict of interest or financial impropriety should be brought under the* ***Whistleblower Policy****.*
>
> *Actions of the Chief Executive Officer (CEO) or a member of the Board of Directors is subject to the Adjoin's Board Policies & Procedures,* ***Grievance Appeals Policy****.*

©Adjoin

Adjoin is a fair and impartial employer. Our Policies and Procedures and their implementation through management and supervisors of our organization are designed to assure that each employee is treated with respect.

The Grievance Procedure is intended to resolve disagreements and misunderstandings that may arise from disciplinary actions or any claim of unfair treatment relating to wages, hours, or working conditions.

To initiate the grievance procedure, employees should follow the steps listed below:

Step 1: Immediate Supervisor: In order to minimize the possibility of misunderstanding, an employee should discuss **their** disagreement or misunderstanding with **their** immediate supervisor within ten (10) calendar days of the occurrence. Upon notification by the aggrieved party, the supervisor will investigate the matter and provide a response within five (5) working days. If additional time or actions by other levels of management are required, the supervisor will notify the complainant.

Step 2: Regional Director/Regional Manager/Program Manager: If an employee is seeking the review of a direct action of their Immediate Supervisor; or, if he/she does not receive a satisfactory answer or resolution of a disagreement or misunderstanding as provided in **Step 1** by their immediate supervisor, they may seek a Written Request for Review by the RD/Regional Manager. All Written Requests for Review must be made in writing and filed within five (5) working days of receiving their supervisor's response.

Upon receipt of the Written Request for Review, the Regional Director/Regional Manager/Program Manager will schedule an opportunity for the employee to discuss the issue. Within five (5) working days after that meeting, or such longer period as is required under the circumstances to investigate the matter, the Regional Manager/Program Manager will provide the employee with a written response to their request for review.

Step 3: Head of People (HP): If an employee wishes to file a Grievance of the direct action of a Regional Director/Regional Manager/Program Manager or the decision of the Regional Manager/Program Manager as provided in **Step 2**, they must file a Written Grievance to the Head of People, postmarked within ten (10) working days of the action/decision of the RD/Regional Manager. All Written Grievances must be addressed to the HP at the Home Office (9444 Farnham Street, Suite 210, San Diego, CA 92123). Except in instances where the direct action of a Regional Director/Regional Manager is involved, the Written Grievance must include the employee's **Step 2**, Written Request for Review and the RD/Regional Managers' response.

©Adjoin

Within five (5) working days of the receipt of the Written Grievance, the Head of People, or their designee, shall contact the employee to acknowledge receipt. The Head of People or their designated representative will investigate the matter and will provide the employee with a Written Grievance Decision.

If an employee has still not received resolution, they may take the matter to the CEO for review. The employee should provide all of the above documentation to the CEO, who will acknowledge receipt within five (5) working days. The CEO will review, investigate as necessary and provide the employee with a response in writing.

This grievance procedure serves to provide guidance to employees seeking to resolve matters within the organization and we recognize that as the situation instructs, the employee may choose to seek resolution at any of the levels indicated above.

Effective Date: January 1, 2010

Revised: September 18, 2026

©Adjoin

7.6 Employee Arbitration

Adjoin has an open-door policy and strongly encourages its employees to communicate any issues or concerns regarding their employment directly to management. While Adjoin is committed to working with employees to resolve all disputes, if any dispute is not resolved, you may request that your complaint be heard in an outside process called arbitration.

The arbitration process is ***not*** a substitute for our established employee grievance procedure. The arbitration process is an ***additional*** avenue for employees to address conflict that can't be resolved through the grievance procedure or due to the nature o

Arbitration is a private forum where parties can resolve disputes over legal claims. A neutral party called an arbitrator presides over the arbitration. There is no jury. This is different from court where the forum is public, a judge presides over the proceeding, and a jury determines a verdict.

An arbitrator is normally a retired judge or practicing attorney who has many years of experience in resolving issues between companies and their employees. The arbitrator will be selected and agreed upon by both you and Adjoin in accordance with arbitration rules/procedures. The decision made by the arbitrator will be final and binding on both you and Adjoin.

In accordance with applicable law and arbitration rules/procedures, other than the administrative fee (if any) that may be charged, *Adjoin is solely responsible for the expense of the arbitrator* and any associated fees other than court reporter's fees (if any). Just like in court, you will be responsible for your own legal fees (including expert costs) as well as court reporter's fees. However, if you prevail on a statutory claim that affords the prevailing party's attorneys' fees, the arbitrator may award reasonable fees to you.

In arbitration cases, you can pursue all individual claims under California, federal, or otherwise applicable laws that you could assert in court. However, you will be barred from participating in or pursuing any class or representative actions related to your employment with Adjoin, except for those representative actions brought pursuant to the Private Attorneys General Act of 2004 ("PAGA"). You will still pursue workers' compensation claims and unemployment insurance benefits in the same manner (i.e., there are no changes to that process).

If our grievance procedure did not resolve the conflict, an employee may initiate the arbitration process, by follow the step listed below:

©Adjoin

Written Notice to CEO: If an employee wishes to initiate an Arbitration, he/she must serve or mail a written notice to the attention of the Chief Executive Officer at:

Adjoin
9444 Farnham Street, Suite 210
San Diego, CA 92123

The written notice must specify with reasonable particularity the claims asserted against the other party. Notice of any claim sought to be arbitrated must be served within the limitations period established by applicable federal or state law. After demand for arbitration has been made by serving written notice, the party demanding arbitration shall file a demand for arbitration with the Office of Judicial Arbitration and Mediation Service ("JAMS") located in San Diego County.

Following is a copy of the arbitration agreement, with full details:

Effective Date: May 21, 2018

Revised: January 1, 2025

©Adjoin

7.7 Workplace Safety

It is the policy of Adjoin to comply with all applicable federal, state, and local health and safety regulations and to provide a work environment as free as practicable from recognized hazards. Employees are expected to comply with all safety and health requirements whether established by the company or by federal, state, or local law.

The company has appointed the Chief Executive Officer (CEO) to oversee the company's safety policies and procedures. The CEO and/or their designee's responsibilities include:

- Monitoring compliance with company safety rules and regulations and the applicable safety and health standards established as a result of the Occupational Safety and Health Act and any other applicable federal, state, or local employee safety laws or regulations
- Developing and implementing written safety plans or programs as needed
- Investigating, correcting, and reducing recognized unsafe and unhealthful working conditions or potential hazards
- Conducting periodic safety and health inspections of all work areas, machinery, equipment, and any recognized potentially hazardous company facilities
- Representing the company during investigations conducted by the Occupational Safety and Health Administration (OSHA), by any other federal, state, or local safety and health personnel, or by insurance underwriting representatives
- Organizing the safety training and retraining of employees
- Monitoring compliance with the various requirements established by any law or by the organization's insurance carrier relating to recordkeeping and the retention of records
- Establishing fire prevention and firefighting programs, conducting fire drills, testing firefighting equipment, and enforcing no smoking policies where appropriate
- Assisting in the development of disaster preparedness plans
- Reviewing all accidents, hazardous incidents, and fires involving company employees, or which occur on company premises, and being sure required reports are prepared

©Adjoin

- Posting notices required by law or by the organization's insurance carrier; and
- Evaluating the effectiveness of the company's safety program.

Supervisors are responsible for ensuring that employees under their supervision understand and comply with all company safety rules, regulations, and procedures. Supervisors' safety responsibilities include:

- Being familiar with all safety and health procedures relevant to the operations under their supervision
- Inspecting their work areas periodically
- Training their employees in safety matters or arranging for safety training where appropriate
- Identifying conditions that are recognized in the company's industry as being unsafe; and

1. Reporting accidents and injuries to the CEO and/or their designee immediately and ensuring that any injured employee is referred to appropriate medical care.

Employees should report to the CEO and/or their designee, Human Resources, or their supervisor all observed safety and health violations, potentially unsafe conditions, and any accidents resulting in injuries to employees or customers.

Employees are encouraged to submit suggestions to the CEO and/or their designee concerning safety and health matters.

The company will provide special clothing or equipment, or reimburse for it, when special clothing or equipment is required by law or by company policy. Employees are responsible for the proper use and maintenance of the clothing and equipment.

Effective Date: January 1, 2006

Revised: January 18, 2010

©Adjoin

7.8 Personal Safety in the Office

Adjoin offices are located in areas that are felt to be safe, but violence can happen anywhere. Staff working in Adjoin offices should understand the importance of workplace security. The safety of staff members is a top priority of Adjoin. The following are procedures to follow for your protection while working at an Adjoin office:

- If there is a situation within the office in which you feel that it could become violent, get out of the building and call "911". If you cannot get out and the situation appears life threatening, seek protective cover. If possible, call for help.

- If a situation or a potential threat takes place outside the building, lock the exterior office door and call "911". Do not put yourself in a position to be injured.

- If a staff member is working alone in an Adjoin office before or after normal working hours, the exterior office door is to be kept locked.

- If any staff member feels uncomfortable or unsafe working in an Adjoin office alone during business hours, keep the exterior door locked. Ask people to identify themselves before opening the door.

Effective Date: January 1, 2001

Revised: January 1, 2025

©Adjoin

7.9 Workplace Violence

Adjoin provides team members a safe environment in which to work. Adjoin will not tolerate violence or threats of violence. All weapons, as defined by California Penal Code, are banned from all Adjoin work sites. The only exemption to this is for bona fide peace officers acting in accordance with their duties. Team members who violate our violence prevention policy will be subject to immediate expulsion from Adjoin property and disciplinary action up to and including termination. Team members who intentionally bring false charges will also be subject to disciplinary action up to and including termination. Adjoin reserves the right to take civil action against team members engaging in fraudulent or illegal activities to seek compensation for damages and recover costs incurred on its part. Management will report all instances of fraudulent or illegal activities to the proper legal, criminal or administrative authorities.

Workplace violence includes, but is not limited to, the following:

* The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury.
* An incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury.

If you have been the victim of workplace violence, you must immediately report the incident to your supervisor and file a written incident report. The Organization will follow its procedures as detailed in its "Grievance Procedures." No individual will suffer reprisals for reporting any incidents of violence.

The *Adjoin Workplace Prevention Plan* outlines Adjoin's plan to keep employees and clients safe and prepared for workplace violence incidents and is updated as regulations and guidance changes. This document can be located at each office location, electronically via Adjoin's HRIS system, and posted on the staff section of the Adjoin website.

Effective: January 1, 2003

Revised: January 1, 2025

©Adjoin

7.10 First Aid & CPR

All Adjoin employees that are involved in providing direct care to Adjoin clients are required to hold a valid certification before employment or successfully complete an approved First Aid and CPR class within 60 days of date of hire.

It is the employee's responsibility to maintain current, valid certification for their completion of First Aid and CPR courses for the duration of their employment with Adjoin. Employees are responsible for obtaining valid certification through an in-house instructor or external qualified vendor (i.e. American Red Cross). If utilizing an external vendor, ensure the vendor is approved by the Regional Director/Program Manager. Managers will assist with keeping track of expiration dates for CPR Licenses and will notify employees when they are 2 months and 15 days from having their licenses expire.

Failure to obtain or maintain a valid First Aid and CPR certification may result in disciplinary action up to and including suspension or termination of employment.

Effective Date: September 1, 1993

Revised: January 1, 2025

©Adjoin

7.11 Injury and Illness Prevention Program

Employee and client safety is of utmost importance and concern to Adjoin. Occupational and personal safety is the responsibility of every employee. Injuries can be prevented. Trained and motivated employees are the key to a safe and injury free work environment. In keeping with this commitment, Adjoin has established this Injury and Illness Prevention Program (the IIPP) to explain its safety policies and procedures.

Responsibility for Administration

Safety is everyone's responsibility

The Chief Operations Officer/COO will have the principal authority and provide overall direction for implementing the IIPP and will have the Assignment of Responsibility.

The Head of People will coordinate all efforts and oversee the enforcement of safety policies and rules.

Each office will have a **Safety Officer** to monitor compliance to the established safe work practices and to take immediate measures to correct identified hazards.

In conjunction with the designated Safety Officers for each area, the **Safety Administrator, or** Human Resources will be responsible for the administration and monitoring of safety requirements in each region.

The **Regional Directors** will be responsible for monitoring and ensuring workplace injuries in their areas of responsibility are investigated, and for taking any mitigating actions to ensure a safe workplace.

The Safety Officer for this office is _____.

Safety Committee Meetings

The Safety Administrator, Safety Officers, and Regional Directors will establish a committee to organize and monitor all aspects of Adjoin's safety program.

The safety committee will conduct quarterly meetings to assure consistency in the implementation of Adjoin's safety program.

Compliance

All employees are required to comply with Adjoin's Injury and Illness Prevention Program. This includes employees at every level and in all positions within the company. Violations of safety standards or conduct that show either a disregard for safety concerns or

©Adjoin

negligent or reckless conduct may result in disciplinary action up to and including termination.

Is it the responsibility of each employee to immediately report all work-related injuries and illnesses, as well as safety hazards to their immediate Supervisor or Safety Officer. In addition, an official employee incident report must be completed.

The following is our system of ensuring that all employees comply with the rules and maintain a safe work environment:

- Informing employees of the provisions of our IIPP
- Evaluating the safety performance of all employees.
- Recognizing the employees that perform safe and healthful work practices
- Providing training to employees whose safety performance is deficient.
- Disciplining employees for failure to comply with safe and healthful work practices

COVID-19 Prevention Plan

In accordance with Cal/OSHA COVID-19 non-emergency guidance, Adjoin no longer has a specific set of regulatory requirements for COVID-19 prevention. Adjoin continues to maintain a safe and healthy place of employment and will continue to adhere to the Injury and Illness Prevention Program (IIPP) for general workplace health and safety.

Adjoin will continue keeping a record of all COVID-19 cases detected until the effective date of February 3, 2026, and will retain all records for two years in accordance with Cal/OSHA guidelines.

Communications

Employees will be informed of matters relating to occupational safety and health in posted notices, memos and/or personnel policy statements. Important safety issues may also be raised in regular staff meetings or training programs

Employees are encouraged to direct any questions they have regarding safety issues or the IIPP to either their Safety Officer or the Safety Administrator. It is also the responsibility of each employee to inform the Safety Officer or the Safety Administrator immediately of any hazard or unsafe condition in the work site.

No employee will be retaliated against for reporting hazards or potential hazards or for making suggestions related to safety.

©Adjoin

The following is our system of communication, designed to facilitate a continuous flow of two-way (management, supervision and employees) safety and health information in a form that is readily understandable to and between all affected site personnel:

- New employee orientation, including a discussion of site-specific safety and health policies and procedures.
- Follow-through by supervision to ensure effectiveness.
- Workplace-specific safety and health training.
- Safety meetings held at least every month-more frequently as deemed necessary by the creation of the hazards or occurrences of injuries and illnesses.
- Effective written communication of safety and health concerns between employees and supervisors.
- Posted and distributed safety information.
- A system for employees to anonymously inform management about workplace hazards without fear of reprisal.
- A formal appraisal of safety performance in the annual employee evaluation.

Hazard Assessment/Safety Inspections

Identifying and controlling hazards is one of the most important elements of a successful IIPP. The program was first established in 1996.

The Safety Officer will conduct safety inspections to assist in identifying and evaluating work place hazards including unsafe conditions and work practices. Inspections will be scheduled each month.

Inspections may also occur:

1. Whenever new substances, processes, procedures or equipment are introduced into the workplace that represents a new occupational safety and health hazard.
2. Whenever the Supervisor/Safety Officer is made aware of a new or previously unrecognized hazard.
3. When occupational injuries and illnesses occur.
4. When we hire and/or reassign permanent or intermittent employees to processes, operations, or tasks for which a hazard evaluation has not been previously conducted.
5. Whenever workplace conditions warrant an inspection.

Due to the nature of the work performed by Adjoin employees, especially with regard to the substantial amount of time many employees spend in the community, the IIPP must concern itself with safety beyond Adjoin's offices. Periodic evaluations of clients living

©Adjoin

quarters for safety hazards will be conducted. These evaluations will be dependent upon the needs and situation of our clients.

Injury and Illness Investigation

At Adjoin, the safety and well-being of our employees and clients are our highest priorities. We recognize that maintaining a safe and injury-free workplace is a shared responsibility, and we are committed to fostering a culture of safety through education, accountability, and proactive measures.

To achieve this goal, Adjoin has implemented a comprehensive Injury and Illness Prevention Program (IIPP). This program outlines our safety policies and procedures designed to identify and mitigate risks, prevent workplace injuries, and promote overall health and safety.

We firmly believe that injuries are preventable and that trained, engaged, and safety-conscious employees are essential to maintaining a safe environment. By adhering to the principles and practices outlined in this program, Adjoin aims to ensure a safe, healthy, and compliant workplace for everyone.

Responsibility for Administration

- **Olivia Blaylock, Chief Operating Officer (COO)**, holds principal authority and provides overall direction for implementing Adjoin's Injury and Illness Prevention Program (IIPP). She is responsible for ensuring that the program is effectively executed and adhered to across the organization.
- The IIPP Administrator, **Sam Garcia-Felix, Head of People**, has the authority and responsibility for overseeing the implementation and management of the program's provisions.
- **Managers and Supervisors** are responsible for implementing and maintaining the IIPP within their respective work areas. They are also tasked with addressing employee questions about the program and ensuring compliance with its guidelines.
- Each office will designate a **Safety Officer** responsible for monitoring adherence to established safe work practices and promptly addressing any identified hazards to maintain a safe environment.
- In collaboration with the designated Safety Officers, the **Safety Administrator or the HR Generalist** will oversee the administration and monitoring of safety requirements across all regions. They will also assist in managing documentation and maintaining records for each location to ensure compliance and accountability.

©Adjoin

- **Regional Directors** are accountable for ensuring that workplace injuries within their areas are thoroughly investigated. They must also implement appropriate corrective actions to mitigate risks and maintain a safe workplace.

Safety Committee Meetings

The Safety Administrator, Safety Officers, and Regional Directors will form a safety committee to oversee and coordinate all aspects of Adjoin's safety program. This committee will hold quarterly meetings to ensure consistent implementation of safety policies, review identified hazards and near-miss incidents from the reporting period, and evaluate the effectiveness of corrective actions taken. Additionally, the committee will assess and guide the implementation of new safety programs or procedures to maintain a proactive and comprehensive approach to workplace safety.

Compliance

All employees are required to comply with Adjoin's Injury and Illness Prevention Program. This includes employees at every level and in all positions within the company. Violations of safety standards or conduct that show either a disregard for safety concerns or negligent or reckless conduct may result in disciplinary action up to and including termination. Is it the responsibility of each employee to immediately report all work-related injuries and illnesses, as well as safety hazards to their immediate Supervisor or Safety Officer. In addition, an official employee incident report must be completed.

The following is our system of ensuring that all employees comply with the rules and maintain a safe work environment:

- Informing employees of the provisions of our IIPP.
- Evaluating the safety performance of all employees.
- Recognizing the employees that perform safe and healthy work practices.
- Providing training to employees whose safety performance is deficient.
- Disciplining employees for failure to comply with safe and healthy work practices.

Communications

Employees will be informed of matters relating to occupational safety and health in posted notices, memos and/or personnel policy statements. Important safety issues may also be raised in regular staff meetings or training programs Employees are encouraged to direct any questions they have regarding safety issues or the IIPP to either their Safety Officer or the Safety Administrator. It is also the responsibility of each employee to inform

©Adjoin

the Safety Officer or the Safety Administrator immediately of any hazard or unsafe condition in the work site. No employee will be retaliated against for reporting hazards or potential hazards or for making suggestions related to safety. The following is our system of communication, designed to facilitate a continuous flow of two-way (management, supervision and employees) safety and health information in a form that is readily understandable to and between all affected site personnel:

- New employee orientation includes a comprehensive discussion of site-specific safety and health policies and procedures.
- The IIPP program is reviewed annually to ensure it remains current and effective.
- Supervisors are responsible for consistently implementing and monitoring safety practices to ensure their effectiveness.
- Workplace-specific safety and health training is conducted to address the unique risks and requirements of each worksite.
- Safety meetings are held at least monthly, with additional meetings scheduled as needed in response to incidents involving hazards, injuries, or illnesses.
- Clear and written communication of safety and health concerns between employees and supervisors is maintained.
- Safety information is posted and distributed to ensure visibility and awareness throughout the organization.
- Employees have access to an anonymous hazard reporting system, allowing them to inform management of workplace hazards without fear of reprisal.
- A formal appraisal of safety performance is incorporated into the annual employee evaluation process to reinforce accountability and promote a culture of safety.

Hazard Assessment/Safety Inspections

Periodic inspections to identify and evaluate workplace hazards shall be performed by a competent observer in the following areas of our workplace:

Competent Observer	Area
Jessica Ramos	Stockton
Shannon Sackos	Orange County
Alondra Morales	Visalia
Vylett Hernandez	Fresno

©Adjoin

Maryvell Concepcion	Merced
Teri Geston	San Marcos
Kiarany Guerrero	Imperial Valley
Ruby Quintero	San Diego Veterans
Keegan Wulf	San Diego Corporate

Inspections will consider the unique characteristics and requirements of each office location, such as specific building layouts, local environmental factors, and office functions. Checklists will be adapted to account for these location-specific factors to ensure a comprehensive evaluation of potential hazards.

Whenever hazards are identified during inspections, the office inspection checklist will be promptly updated to reflect the newly discovered risks. This ensures that future inspections address these hazards and incorporate any necessary preventative measures to maintain a safe working environment.

Periodic inspections are performed according to the following schedule:

1. The Safety Officer will conduct monthly inspections using the designated office inspection checklist to ensure compliance with safety standards and identify potential hazards.
2. Upon the establishment of the Injury and Illness Prevention Program
3. Whenever new substances, processes, procedures or equipment are introduced into the workplace that represents a new occupational safety and health hazard.
4. Whenever Supervisors/Safety Officers are made aware of a new or previously unrecognized hazard.
5. When occupational injuries and illnesses occur.
6. When we hire and/or reassign permanent or intermittent employees to processes, operations, or tasks for which a hazard evaluation has not been previously conducted.

©Adjoin

7. Whenever workplace conditions warrant an inspection.

Given the nature of the work performed by Adjoin employees, particularly the significant time many spend in the community, the IIPP extends its focus beyond the physical boundaries of Adjoin's offices. Periodic evaluations of clients' living quarters will be conducted to identify and address potential safety hazards. The frequency and scope of these evaluations will be tailored to meet the specific needs and circumstances of each client.

Accident/Exposure Investigations

Adjoin will investigate occupational injuries and illnesses in a manner deemed appropriate to determine the contributing factors and identify measures to prevent recurrence. Investigations may include a physical inspection of the location where the injury occurred, a review of the circumstances leading to the incident, and an assessment of whether specific procedures, practices, or preventive measures could have reduced or eliminated the risk.

The IIPP Administrator or their designee will conduct these investigations, which will include the following steps:

- Visiting the accident scene as soon as possible.
- Visiting the accident scene promptly to assess the situation and gather immediate evidence.
- Conducting thorough interviews with affected employees and witnesses to collect detailed accounts of the incident.
- Examining the workplace environment and equipment to identify factors contributing to accidents or exposures.
- Determining the root causes of the accident, exposure, or near-accident through comprehensive analysis.
- Developing and implementing effective corrective actions to eliminate hazards and prevent future occurrences.
- Documenting all findings, actions taken, and preventative measures on the OSHA Form 301 for accurate record-keeping.
- Near miss incidents will be thoroughly investigated to identify potential hazards that could lead to future accidents or injuries. These investigations will involve reviewing the circumstances of the near miss, interviewing involved employees or witnesses, and examining the workplace for contributing factors. Findings will be

©Adjoin

documented, and corrective actions will be implemented to mitigate risks and prevent recurrence.

Hazard Correction

Whenever an unsafe or unhealthy condition is observed, discovered, or reported, Adjoin will take steps it determines appropriate under the circumstances to correct the condition, practice, or procedure in a timely manner. The severity of a hazard will be considered along with other relevant factors when evaluating the most appropriate method of correction and the timeframe for completion. Employees will be informed of the hazard and any interim protective measures taken until the hazard is corrected.

When an imminent hazard exists, which cannot be immediately abated without endangering employee(s) and/or property, all exposed employees will be removed from the area, except those necessary to correct the hazardous condition. The designated employee(s) addressing the hazard will be provided with the necessary safeguards to ensure their safety.

Corrections to hazards performed by outside contractors will be documented, and records of these corrections will be kept and maintained. This ensures accountability and transparency in addressing and resolving identified hazards.

A tracking system will be implemented to document all corrective actions taken for hazards related to equipment, facilities, and locations. This system will include detailed records of the identified hazard, the corrective actions taken, the responsible party, and the timeline for completion. Regular reviews will ensure the tracking system remains up to date and that all hazards are addressed effectively and efficiently.

Training and Instruction

Adjoin shall assure that Supervisors receive training to familiarize them with the safety and health hazards to which employees under their immediate direction may **be** exposed. Supervisors are responsible to see that those under their direction receive training on general workplace safety as well as specific instructions regarding hazards unique to any job assignment. The training is provided:

1. When the Injury and Illness Prevention Plan is first established.
2. To all new workers.

©Adjoin

3. To all employees and those given new job assignments for which training has not previously been received. Documentation of all training should be made and held in the personnel file.
4. Whenever new substances, processes, procedures or equipment are introduced to the workplace and represent a new hazard.
5. Whenever Adjoin becomes aware of a new hazard or one that was previously unrecognized.
6. To supervisors to familiarize them with the safety and health hazards to which workers under their immediate direction and control may be exposed.
7. To all workers with respect to hazards specific to each employee's job assignment.
8. Proper reporting of hazards and accidents to supervisors.

When a supervisor is unable to provide the required training, he/she should request such training to be given to the employees by others by notifying the Safety Officer or Safety Administrator.

General workplace safety and health practices include, but are not limited to, the following:

- Explanation of our IIPP, emergency action plan and fire prevention plan, and measures for reporting any unsafe conditions, work practices, injuries and when additional instruction is needed.
- Availability of toilet, handwashing, and drinking water facilities.
- Provisions for medical services and first aid, including emergency procedures.
- Proper housekeeping, such as keeping stairways and isles clear, work areas neat and orderly, and promptly cleaning up spills.
- Prohibiting horseplay, scuffling, or other acts that adversely influence safety.
- Proper storage to prevent:
    - Stacking goods in an unstable manner.
    - Storing materials and goods against doors, exits, fire extinguishing equipment and electrical paneling.

When applicable our training may also include

- Prevention of musculoskeletal disorders, including proper lifting techniques.

©Adjoin

- Use of appropriate clothing, including gloves, footwear, and personal protective equipment.
- Information about chemical hazards to which employees could be exposed and other hazard communication program information.
- Proper storage and handling of toxic and hazardous substances, including prohibiting eating or storing food and beverages in areas where they can become contaminated.

Employee Access to the IIPP

Our employees – or their designated representatives - have the right to examine and receive a copy of our IIIPP. This will be accomplished by:

1. Provide access in a reasonable time, place, and manner, but in no event later than five (5) business days after the request for access is received from an employee or designated representative.
2. Whenever an employee or designated representative requests a copy of the Program, we will provide the requester with a printed copy of the Program, unless the employee or designated representative agrees to receive an electronic copy of the Program.
    a. One printed copy of the Program will be provided free of charge. If the employee or designated representative requests additional copies of the Program within one (1) year of the previous request and the Program has not been updated with new information since the prior copy was provided, we may charge reasonable, non-discriminatory reproduction costs for the additional copies.
3. Provide unobstructed access through a company server or website, which allows an employee to review, print, and email the current version of the Program. Unobstructed access means that the employee, as part of their regular work duties, predictably and routinely uses the electronic means to communicate with management or coworkers.

Clear instructions on how to request a copy of the IIPP will be available on the company intranet, posted in common areas, and included in employee handbooks. These instructions will explain how employees can request a printed or electronic copy, the time frame for receiving it, and any costs associated with additional copies.

©Adjoin

Any copy provided to an employee, or their designated representative need not include any of the records of the steps taken to implement and maintain the written IIP Program.

Where we have distinctly different and separate operations with distinctly separate and different IIPPs, we may limit access to the IIPP applicable to the employee requesting it.

An employee must provide written authorization in order to make someone their "designated representative." A recognized or certified collective bargaining agent will be treated automatically as a designated representative for the purpose of access to the company IIPP. The written authorization must include the following information:

- The name and signature of the employee authorizing the designated representative.
- The date of the request.
- The name of the designated representative.
- The date upon which the written authorization will expire (if less than 1 year).

Record Keeping

Adjoin will retain records of inspections and training conducted under the IIPP for a period of three years.

Our workplace has more than ten employees and so maintains the following records to help us effectively implement our IIPP:

- Records of scheduled and periodic inspections (to identify unsafe conditions and work practices, including the names of the person(s) conducting the inspection, the unsafe conditions and the work practices that have been identified, as well as the action(s) taken to correct the identified unsafe conditions and work practices). These records are maintained for at least one (1) year.
- Documentation of our safety and health training for each worker, including their name, training date(s), types of training and the name(s) of our training provider(s).

Effective Date: January 1, 2012

Revised: January 1, 2025

©Adjoin

7.12 Bed Bug Management Policy

Bed bug infestations are increasingly common in the United States. The company recognizes that employees may be exposed to bed bugs in the workplace or while traveling. Employees that routinely visit Client/Participant homes as a part of their job may be at risk for contacting bed bugs. Employees need to be bed bug conscious if they are to avoid transporting bed bugs in their personal belongings, their cars, or taking bed bugs home with them.

Key Facts about Bed Bugs

- Bed Bug bites are a nuisance; they are not known to spread disease. They can cause skin irritations and can be itchy. Typically, an over the counter anti-itching ointment will help. However, excessive scratching can lead to a skin infection in which case, one should be treated by a doctor.
- Anyone can get bed bugs. The presence of bed bugs is not related to the cleanliness of a person's surroundings.
- It is challenging, but not impossible to get rid of bed bugs.

Employees are expected to comply with all health and safety standards when there is a presence of bed bugs at any worksite. The following is our company's policy on bed bugs:

Prevention

Bed Bugs can enter homes by latching onto used furniture, luggage, and clothing and by traveling along connecting pipes and wiring.

- The company recommends you not bring bed frames, mattresses, box springs or upholstered furniture found on the street into your home. We further instruct you advise your Clients/Participants of the same information.
- Check all used or rented furniture for bed bugs before purchase.
- Carry only those items with you that are essential for work to home sites. Leave everything else at your home or locked in the trunk of your car. Avoid placing anything on upholstered furniture, bedding, or on carpeted floors. Use a Ziploc bag to carry the items with you that are essential for work to home sites.
- Wear simple clothing when working in your Clients/Participants home. Avoid buttons, cargo pants, scarves, jewelry and handbags. Simple shoes that can be thrown in a hot dryer are also recommended.
- When traveling, inspect the bed and furniture. Keep suitcases and personal belongings off the floor.

©Adjoin

Education & Training

- Each office site should have access to a range of educational material for staff and client training. Training on bed bugs should occur a minimum of once per year at regularly scheduled safety meetings. Examples of educational material include:
  - This policy.
  - Bed bug images.
  - Fact Sheets.
  - Online training guides/and or reading materials. The United States Environmental Protection Agency is a reliable source of information and can be accessed at http://www2.epa.gov/bedbugs

Recognizing and Inspecting for Bed Bugs

Appearance

Bed bugs are small insects that can be easily confused with carpet beetles, spider beetles and newly hatched cockroaches. A newly hatched bed bug is semi-transparent, light tan in color and the size of a poppy seed. Adult bed bugs are flat, have rusty-red colored oval bodies, and are about the size of an apple seed.

Markings, droppings and Eggs

Blood stains, droppings and eggs can be found in several locations including mattress seams, sheets, pillowcases, upholstered furniture, crevices, cracks in furniture and baseboards of walls.

Bites

Some people do not have a skin reaction to bed bugs. But for those who do, bite marks may appear within minutes or days, usually where skin is exposed during sleep. They can be small red bumps or large itchy welts. A bump or welt alone does not mean you have bed bugs but could be a sign of possible infestation when combined with other signs of bed bugs.

Inspecting

Look for bed bugs, blood stains, droppings and eggs with a flashlight and keep a written record of all the locations where you find signs of bed bugs. Start 10-20 feet around the area where people sleep. Check mattresses, box springs, bed frames, bedding, cracks and crevices in furniture, floorboards, baseboards, windows, door frames, upholstered furniture and wall hangings. This record will be shared with a pest control professional.

Report Signs of Bed Bugs Immediately and obtain Treatment Options

©Adjoin

Client/Participant Home: If you suspect a Client/Participant Home has bed bugs verbally notify your direct supervisor immediately. You will then be required to submit a written Special Incident Report to document where and when the suspected bed bugs were observed and whether bite marks where observed, reported or evident by a doctor's examination. If bed bug bites are evident, assist the Client in seeking and obtaining medical care promptly. All physicians' orders must be implemented per their instructions and with cooperation of the Client/ Participant.

Management must act promptly (the same day) in dealing with potential or actual bed bug infestations. The Special Incident Report must be completed and submitted in a timely manner per policies and regulations. If applicable, notify landlord of suspected bed bug infestation. The Regional Director/Program Manager must be notified of suspected infestation and this Manager is responsible for notifying the corporate office. Local Management must schedule an immediate inspection service by a local and reputable pest control service. A good company will inspect the property before giving you a price quote; give you written report with treatment options and visit often until the job is done. Multiple treatments are typically required to eradicate bed bugs as they are one of the hardest pests to control.

In cases of Client/Participant Home Bed Bug Infestations management must work with the Client and Referral Source to determine and agree to a treatment option and identify if the Client/Participant, Payee or Referral Source which will pay for pest control service. Adjoin cannot cover the costs of pest control treatment services for Clients/Participants.

The pest control company must assess whether it is safe for a Client/Participant and staff to return to the home or not. The degree of infestation varies by case and does not automatically require the suspension of services. However, in extreme or chronic cases of infestation services may need to be temporarily suspended. Another option in cases of extreme infestation is to obtain approval from the referral source to temporarily move the Client/Participant to a hotel until treatment is provided to a degree where it is safe to return to the Client/Participant home. The Client/Participant, a Payee or the Referral Source is responsible for paying the cost of a hotel and food.

Employee Home or Vehicle: If you suspect your home or vehicle has been infested by bed bugs due to contact at work, verbally notify your direct supervisor immediately and return to your home. Remove all clothing before entering your home if possible. Immediately place your clothing in sealed plastic bags. Get into the shower. After showering, collect your sealed items and place them in the washer with hot soapy water. Place shoes in a hot dryer for 30 minutes. Dry your clothes on high heat. You will then be required to submit a written

©Adjoin

Employee Incident Report to document where and when the suspected bed bugs were observed and whether bite marks where observed, reported or evident by a doctor's examination. If bed bug bites are evident employees may seek medical care promptly through the company workers compensation program.

Workers' Compensation - If an illness or injury is work related, the employee must report it by completing a workers' compensation claim form in accordance with company policy. All physicians' orders must be implemented per their instructions and with cooperation from the Employee.

Management must act promptly (the same day) in dealing with potential or actual bed bug infestations. The Employee Incident Report and Workers' Compensation Program forms must be completed and submitted in a timely manner per policies and regulations. If applicable, Employee must notify landlord of suspected bed bug infestation. The Regional Director/Program Manager must be notified of suspected infestation and this Manager is responsible for notifying the corporate office.

Local Management may authorize an employee schedule an immediate inspection service by a local and reputable pest control service at their home. A good company will inspect the property before giving you a price quote; give you written report with treatment options and visit often until the job is done. Multiple treatments are typically required to eradicate bed bugs as they are one of the hardest pests to control.

In cases where it is reasonably determined by the CEO or their designee, that the bed bug infestation of an employee's home or vehicle is a result of a worksite exposure, the company may be responsible for covering the costs associated with eradication of the bed bugs.

In cases of Employee home or vehicle bed bug infestations management must work with the employee to determine and agree to a treatment option.

The pest control company must assess whether it is safe for an Employee to return to the home or not. The degree of infestation varies by case and does not automatically require temporarily moving out. However, in extreme or chronic cases of infestation Employees may need to temporarily move out of their home. Another option in cases of extreme infestation is to obtain approval from management to temporarily move to a hotel until treatment is provided to a degree where it is safe to return to the Employee home.

©Adjoin

Personal Protection Equipment

Upon reasonable suspicion of a bed bug infestation, the company may issue personal protection equipment to Employees who are working in Client/Participant homes. If directed, Employees are required to utilize the personal protection equipment every time they work at the infested home. Each office site will provide information as to when the equipment is no longer required.

The equipment may include disposable overalls/coveralls, disposable gloves, disposable boot covers, dust masks, and Ziploc bags for holding disposable items after leaving the home.

Eradication Process

Bed Bugs can only be eradicated using an Integrated Pest Management approach. Employees and Clients/Participants are required to implement the comprehensive IPM program to control bed bugs. The pest control company will provide instructions on steps that are required depending on the severity of the bed bug infestation. This approach may include several non-chemical and chemical methods. Some of these are described in the following sections:

- Put bedding and clothing in the dryer at high temperatures for 30 minutes to kill bed bugs (just washing will generally not kill bed bugs).
- Heat infested articles (e.g., furniture, luggage, and other items that can't go in clothes dryer) and/or areas (i.e., a room in a house or apartment, or a whole house) to at least 120 ºF (approx. 49 ºC) for 90 minutes to ensure that eggs are killed.
    - The higher the temperature, the shorter the time needed to kill bed bugs at all life stages.
    - This is often done using a heat-generating device or in a specially constructed heating unit, some of which are portable.
- Cold treatments (below 0 ºF (-19 ºC) for at least 4 days) can eliminate some infestations.
    - The cooler the temperature, the less time needed to kill bed bugs.
    - Home freezers may not cold enough to reliably kill bed bugs. Always use a thermometer to measure the temperature.

©Adjoin

- Use mattress, box spring, and pillow encasements to trap bed bugs and help detect infestations.
- Regular vacuuming in all affected areas.
- Keep home and vehicle clear of excessive clutter. Reduce hiding places. Clean and disinfect. Get rid of infested items that cannot be cleared of infestation.
- Use Personal Protection Equipment provided by company every time you are working at a worksite undergoing treatment.
- Do not use pesticide bombs or foggers to control pests. They can make conditions worse.
- Seal cracks and small holes to reduce hiding places and prevent bed bugs from crawling between homes.
- Cooperate with your neighbors, landlord and pest management company. Getting rid of bed bugs needs to involve everyone.

Transporting someone who has bed bugs on their clothes or belongings

If you must transport a person or their belongings from a bug infested home, you need to:

- Contain their belongings in large plastic bags and place them in a sealed plastic container or Ziploc bags.
- Use a large plastic bag to cover seats when transporting a person from a bug infested home.
- If there are obvious signs of bed bugs use your protective clothing. Also, ask the person being transported to use protective clothing.
- After you reach your destination vacuum the vehicle and wipe the car clean with antibacterial wipes. Dispose of vacuum debris in sealed bag.

Effective Date: August 21, 2014

Last Updated: January 1, 2025

©Adjoin

7.13 Communicable Diseases

The company recognizes that employees may be exposed to communicable diseases in the workplace or while traveling. Such illnesses include but are not limited to influenza, tuberculosis, and severe acute respiratory syndrome (SARS). Exposure to and the risks of these communicable diseases vary widely. The company abides by the recommendations of the Centers for Disease Control and Prevention (CDC). The following is our company's policy on communicable diseases.

- **Pandemic Response**- In the event of a pandemic, such as the COVID-19 pandemic, Adjoin maintains a pandemic response plan, which will be adapted and updated to fit the unique and dynamic circumstances as they develop.

- **Travel alerts and advisories -** Before traveling, employees should check the CDC website for travel alerts or advisories regarding the potential for exposure to various diseases. If the CDC issues a travel advisory for an area to which an employee is scheduled for business travel, the employee is to discuss with his or her supervisor whether to postpone or cancel the trip and use an alternative method of communication, such as a teleconference or live video feed. Employees are expected to identify medical care resources when traveling to areas subject to a travel alert or advisory. The Human Resources department will contact employees already in an area when an alert or advisory is issued.

- **Food and water precautions when traveling -** Employees should consult the CDC website for recommendations for specific countries. Contaminated food and drink are the major sources of intestinal or stomach illnesses while traveling.

- **Workplace health and safety standards -** Employees are expected to comply with all health and safety standards, especially when there is an outbreak of a communicable illness in the workplace or when they have one. For example, employees sick with the flu should remain at home to reduce exposing others at work. Employees are to wash their hands regularly and cover their mouths when sneezing and coughing. Employees are to report any areas of the workplace that need to be cleaned. Employees must also comply with safety standards such as wearing a facemask to reduce the spread of communicable disease.

- **Reporting communicable illness -** Employees diagnosed with a communicable sickness are expected to follow the instructions of healthcare providers and inform the company about their infection when directed to do so by their physician or public health officials. The company will issue reports of communicable diseases as required by law to local health officials, workers' compensation carriers, and the like.

©Adjoin

Employees and managers should contact the Human Resources department if they believe that they or any other employee needs information about an illness or concern arises about the possible contagious nature of an employee's illness.

- **Confidentiality -** An employee's medical condition is confidential and information about an employee's health is to be provided only to those persons with a need to know about it. Employees are expected to report information only as applicable law requires.

- **Reports from health providers -** The supervisor, Human Resources department, and, if appropriate, a consulting physician will determine if a statement should be obtained from the employee's attending healthcare provider that the employee's continued presence at work will pose no significant risk of substantial harm to the employee, co-workers, or customers.

- **Fitness for duty -** The company has the right to require an employee to undergo a medical examination to determine fitness for duty in accordance with its fitness for duty policy. When the company has reason to believe an employee has a communicable disease, the employee will be encouraged to take paid time off for a physical exam by a healthcare provider of his or her own choice.

- **Accommodations -** The company will accommodate employees with communicable illnesses consistent with the business needs of the company and applicable law. If the Americans with Disabilities Act or California Fair Employment and Housing Act apply to a particular disease, the company will make reasonable accommodations for the employee. Factors to be considered include danger to the employee and others and methods of accommodation. Other policies that may apply include working at home, telecommuting, and leave.

- **Leaves -** Employees with communicable diseases may have rights for leave under the company's medical leave policy or under the Family and Medical Leave Act or California Family Rights Act.

- **Workers' Compensation -** If a communicable illness is work related, the employee must report it by completing a workers' compensation claim form in accordance with company policy.

©Adjoin

Effective Date: April 1, 2006

Revised: January 1, 2025

©Adjoin

7.14 Blood-Borne Pathogens

In accordance with the Cal/OSHA Blood-borne Pathogens Standard, the following Exposure Control Plan (ECP) has been developed:

Purpose

The purpose of this Exposure Control Plan (ECP) is to:

1. Identify the job classifications that have been determined to have potential exposure to blood and other potentially infectious materials.
2. Sets forth controls to help minimize employee occupational exposure to blood or certain other bodily fluids.
3. Outlines instructions on what steps to take upon occupational exposure to blood and other infectious materials.
4. Outlines instructions on what is to be done upon training and communication of information.
5. Outlines instructions for pre-exposure vaccinations.
6. Summarizes the responsibilities of Adjoin.

This plan is also intended to provide education to all employees about the risks posed by blood-borne pathogens and required control methods which may greatly reduce potential risks. All employees are required to comply with this EPC and with the requirements of the Standard. Failure to comply may be cause for corrective action.

If the requirements of the EPC or the compliance requirements of the Standard should conflict with established infection control procedures, the more protective procedure will be followed to obtain the maximum protection for the employee and the client of service offered by Adjoin.

Exposure Determination

Exposure determination is made without regard to the use of personal protective equipment. At this time, Adjoin has 26 job classifications which have been determined that employees may be expected to incur an occupational exposure, regardless of frequency.

©Adjoin

These job classifications are:

- Creative Arts Director
- Community Support Specialist
- Director of Programs
- Direct Support Professional
- Direct Support Coordinator
- Direct Support Facilitator
- Direct Support Specialist
- Employment Coordinator
- Employment Specialist
- House Manager
- I/DD Case Manager
- Northern California Director
- Self-Determination Program Specialist
- Manager of Online Instruction
- Program Manager
- Regional Manager
- Southern California Director
- Adjoin Veterans Director
- Adjoin Veterans Benefits Coordinator
- Adjoin Veterans Case Coordinator
- Adjoin Veterans Case Coordinator Supervisor
- Adjoin Veterans Health Care Coordinator
- Adjoin Veterans Housing Coordinator
- Adjoin Veterans Intake Coordinator
- Adjoin Veterans Intake Specialist
- Adjoin Veterans Veteran Specialist
- Adjoin Veterans Director

In addition, Cal/OSHA requires a listing of job classifications in which some employees may have occupational exposure. Since not all the employees in these categories would be expected to incur exposure to blood or other Potentially Infectious Materials (OPIM), or procedures that would cause these employees to have occupational exposure are also required to be listed in order to clearly understand which employees in these categories are considered to have occupational exposure.

©Adjoin

Adjoin employs individuals whose job classifications fall in the category of "Designated First Aid Responders" who respond only as a collateral duty. They are:

- Regional Director/Manager
- Program Manager
- Case Manager/Case Coordinator
- Direct Support Professional
- Direct Support Coordinator

Potentially Infectious Material and Occupational Exposure

While exposure to bodily fluids and other potentially infectious materials is relatively rare during delivering direct service, the possibility of occupational exposure does exist. For protection, an understanding of occupational exposure is needed.

The definition of *occupational exposure* includes but is not necessarily limited to reasonably anticipated skin, eye, mucous membrane, or parenteral (piercing mucous membranes or the skin barrier through such events as needle sticks, human bites, cuts, and abrasions) contact with blood or other potentially infectious material that may result from the performance of an employee's duties.

Potentially infectious materials include the following human body fluids: semen, vaginal secretions, amniotic fluid, synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, saliva in dental fluids, body fluid that is visibly contaminated with blood, and all body fluids in situations where it is difficult or impossible to differentiate between body fluids. Additionally, potentially infectious materials may include *regulated waste* such as: liquid or semi-liquid blood; contaminated items that would release blood or other materials and are capable of releasing these materials during handling, contaminated laundry - laundry which has been soiled with blood or other potentially infectious material or may contain sharps; contaminated sharps (any contaminated object that can penetrate the skin including, but not limited to, needles, scalpels, broken glass).

©Adjoin

Due to the unpredictability of day-to-day direct service, it is impossible to list all of the instances which may result in *blood-borne pathogen contact;* however, possible occurrences may include toilet assistance, hygiene instruction/support, escalated behavioral incidents, suicidal attempts, and while providing medical assistance, such as CPR or First Aid.

Risks posed by blood-borne pathogens may be reduced through engineering controls, employee work practices, personal protective equipment, housekeeping, and administration of the hepatitis B vaccine. It is always a vital requirement to follow safe practices to reduce potential health risks.

Infection Control

Understanding transmission is the key to infection control. Ask yourself "*How do I get an infected person's blood?"* Spread of infection requires three elements: a source of infecting organisms, a susceptible host, and a means of transmission for the organism. Breaking one element in the chain of the three elements has the most dramatic impact on prevention.

Source of Infecting Agent

The source of the infecting agent may be personnel, clients, or visitors. It may include persons with acute disease, persons in the incubation period of disease or persons who are colonized by an infectious agent but have no apparent disease. *Infective dose* is a critical factor. It usually requires thousands to millions of agents before infection can take place. Other potential sources are inanimate objects in the environment that have become contaminated including equipment and medications. OSHA defines a source as any individual, living or dead, whose blood or other potentially infectious material may be a source of occupational exposure to employees. OSHA cites examples that include, but are not limited to, hospital and clinic patients, clients who live in institutions, residents of hospices and nursing homes, etc.

Controls to Infecting Agent: Engineering controls and practices.

Host Infection

Individuals' resistance to pathogenic microorganisms varies greatly. Some people may be immune to or able to resist colonization by an infectious agent; others exposed to the same agent may establish a commensal relationship with the infecting organism and become asymptomatic carriers; still others may develop clinical disease.

©Adjoin

Control to Host Infection: Vaccinations

Transmission

Microorganisms are transmitted by various routes, and the same microorganisms may be transmitted by more than one route. There are four main routes of transmission:

1. Contact Transmission:
    a. Direct contact which is the direct physical transfer between a susceptible host and an infected person.
    b. Indirect contact is personal contact of the susceptible host with a contaminated object, such as bed linens.
    c. Droplet contact is when infectious agents encounter a susceptible host because of coughing, sneezing, or talking.
2. Vehicle Transmission:
    d. Food borne outbreaks, cholera or hepatitis A
    e. Water
    f. Drugs
    g. Blood
2. *Airborne Transmission:* Several diseases are spread in this manner, the most notable being Tuberculosis. Droplets are dust particles in the air containing the infectious agents.
3. *Vector-borne Transmission:* Transmission of pathogens via insect, animal, or plant vectors. This is not of major significance in the U.S. (i.e., mosquito transmitted malaria).

Control to Transmission: Barrier Controls

Instructions upon Exposure: 24-Hour Window

The instructions as outlined in General Industry Safety Orders Section 5193, Blood-borne Pathogens, Subsection (f) is as follows:

1. Employee is to notify supervisor immediately upon exposure.

©Adjoin

2. Supervisor is to send affected employee to workers' compensation physician designated for their area for the hepatitis vaccine and vaccination series within 24 hours of the occurrence or 24 hours of being made known of the occurrence. Adjoin will make available post-exposure follow-up to ***any*** occupationally exposed employee who experiences an exposure incident at no cost to the employee including HBV and HIV infectivity testing, upon consent of the individual. Follow-up may also include post exposure prophylaxis and counseling upon request of the individual or physician.
3. Post-exposure and follow-up evaluations are to be made available to the affected employee.

Instructions upon Training and Communication of Information: All employees

The hepatitis B vaccine shall be made available after training and post exposure within 10 working days of initial assignment of employees who have occupational exposure.

Adjoin is not required to provide the employee the vaccine when the employee has already received the complete vaccination series, antibody testing reveals the employee is immune or the vaccine is contraindicated for medical reasons.

The employee may decline to accept the hepatitis vaccination offered by Adjoin. However, the hepatitis B vaccination series will still be available should the employee, while still covered by this regulation, decide to accept the vaccination series.

Employees are to be sent to workers' compensation physicians designated for their area to receive the hepatitis vaccine.

If employee elects to decline the vaccination series, the employee is to sign a statement acknowledging hey were given the opportunity to receive the vaccination series and that the employee will continue to be at risk. The employee can be vaccinated at a future date at the cost of Adjoin.

Instructions for Pre-Exposure Vaccine

All employees will be offered to receive a pre-exposure Hepatitis B vaccine in writing upon hire.

©Adjoin

Responsibility of Adjoin

It is the responsibility of Adjoin to provide Hepatitis B vaccinations as outlined above at no cost to the employee. Employees will be reimbursed for time.

Additionally, Adjoin will evaluate all requests for any additional types of vaccines which may be deemed beneficial to employees on a case-by-case basis. If approved, Adjoin will provide additional types of vaccines at no cost to the employee.

Effective Date: October 1, 1996

Revised: January 1, 2023

©Adjoin

7.15 Non-Smoking, Smokeless Tobacco

Adjoin is committed to a philosophy of good health and a safe workplace. The smoking of any tobacco products, artificial cigarettes, non-tobacco (herbs, cloves, etc.) or the use of smokeless tobacco products at any Adjoin workplace is forbidden.

This policy prohibits these activities on all property, grounds, and locations that are designated as a Adjoin workplace. This includes all primary pathways that lead to our offices and worksites.

Employees of Adjoin who violate this policy will be subject to procedures up to and including termination.

Effective Date: July 1, 1998

Revised: January 18, 2010

©Adjoin

7.16 Heat Illness

It is the policy of Adjoin to provide a safe and healthful working environment and protect from heat-related illnesses our employees who are exposed to temperature extremes, radiant heat, humidity or limited air movement while working.

We evaluate all workplaces (indoor and outdoor) to determine if Adjoin employees are at risk of heat-related illnesses while working during temperature extremes and have a Heat Illness Prevention Program found on the Adjoin Team Website.

All employees will be trained annually to be aware of heat-related illnesses, how to prevent heat-related illnesses, the symptoms of heat-related illnesses and procedures to take if symptoms are present.

Effective Date: December 1, 2008

Revised: January 1, 2025

©Adjoin

7.17 Employee Identification Badge

1. All full-time and part-time employees who work in or regularly visit client homes, business venues, perform transportation duties and responsibilities in the course of business are required to have a photo-identification badge issued by Adjoin.

2. Adjoin employees must complete a Adjoin Photo Identification Badge Request and Photograph Release form and submit completed form to the Corporate Office for processing.

3. Upon hire, OMs or designee shall take a picture and transmit electronically to the Corporate Office the picture of the newly hired employee for production of the Identification Badge along with an Adjoin Photo Identification Badge Request.

4. Identification Badges will be produced and mailed to the requesting office.

5. While on duty at their assigned locations or performing duties at an offsite location, employees shall have on their person their identification badge. When out in the field employees are required to wear their ID badge except in situations where a client has requested the ID Badge not be visible to the public. When worn, the badge shall always be easily visible to everyone void of distractions or interference.

6. In order to minimize the chance of lost or stolen identification badges, employees should not have badges in their possession during off-duty hours, other than while traveling to and from work.

7. If an identification badge is lost, the affected employee shall report the loss as soon as possible to the appropriate manager, who shall then notify the Corporate Office to issue a replacement badge.

8. The Corporate Office shall prepare and issue ID badges to all new hires.

9. When an employee resigns, retires, or otherwise terminates employment with Adjoin or is granted an approval of leave of absence that is expected to be longer than twelve (12) weeks, the employee shall surrender the identification badge to the appropriate manager. Upon receipt of a surrendered badge, the manager shall be responsible for destroying the badge by shredding or using other appropriate means.

©Adjoin

Effective Date: January 1, 2003

Revised: January 1, 2025

©Adjoin

7.18 Accessing Management & On-Call Employees

If a life-threatening injury occurs or threat of immediate danger exists immediately call 911!

During providing services to clients, employees may need to communicate with management and on-call workers:

During business hours (Monday through Friday – 8:30 am to 5:00 pm)

1. Call case responsible Case Manager's direct office line.
2. If no one answers, leave a message on his/her voicemail.
3. Allow time for the Case Manager to receive the message.
4. If it is an **emergency*** situation, follow the voicemail directions to call Emergency contact.
5. If it is an **emergency and you cannot wait 15-20 minutes,** the appropriate community resource should be called (911, police, ambulance, fire department, etc.).
6. Allow time for message to be received and the person time to call back.
7. Stay off phone to allow the person to call back.
8. If no one contacts you within 15 minutes, call again.
9. If still no answer, try the next number on the emergency list, which is usually the Regional Manager/Program Manager/Director.
10. Continue to go down the contact list and follow the above procedures until someone returns the call.

After business hours (Monday through Friday – 5:00 pm to 8:30 am and all-day Saturday and Sunday)

1. If non-emergency **, call the Case Manager's direct line and leave a message on his/her voicemail. The Case Manager will check his/her voicemail the next business day morning.
2. If it is an emergency * situation, call the appropriate on-call number for your program location. It is important to include the number where you can be reached to speed up the return call. Also, stay off the phone so the person can call you back.
3. If you cannot wait 15-20 minutes, then the appropriate community resource should be called (911, police, fire department, ambulance, etc.).

©Adjoin

4. Allow 15-20 minutes for the person to receive the page/message and to return your message.
5. If no one returns your call within 15-20 minutes, call and leave another message.
6. Again, allow 15-20 minutes for the person to return your call.
7. If there is no return call and it is an emergency, then go to the next person on the emergency contact list (which is usually the Regional Manager/Program Manager/Director).
8. Continue to go down the contact list following the above procedures until someone returns your call.

It is important that Staff always follow the emergency plans in place for the specific client he/she is working with at the time.

Staff is to use this table as a guideline for accessing the Case Manager and on-call:

* Emergency Issues: *CALL ON-CALL WHEN ⇒*	*Life threatening* or needing immediate attention/ action for client's health and safety: 911 was called, no staff shows up for shift, not sure whether to call 911, no medication, health and safety issues that **cannot wait** until next business day.
** Non-Emergency Issues: *LEAVE VOICEMAIL WHEN ⇒*	***Not*** *life threatening* nor needing immediate attention/action: repairs needed in home/apartment that can be dealt with the next business day, things Case Managers have **NO** control over, schedule issues that are not requiring immediate attention, frustration with not being able to contact other staff or concerns or complaints about staff, grocery shopping issues, things that **can** be dealt with the next business day.

©Adjoin

Effective: January 1, 2001

Revised: January 1, 2025

©Adjoin

7.19 Workplace Emergency Situations

1. YOU DO NOT HAVE TO HANDLE THE SITUATION ALONE. As soon as is feasible, contact a unit supervisor, regardless of the hour or day.
3. MAINTAIN YOUR SAFETY AND ASSESS THE SITUATION.
    1. Be there. Be calm.
    2. Talk through the situation.
    3. Assist the client in identifying his/her needs and responsibilities.
    4. Assist the client in making necessary decisions by identifying options, consequences, and rights.
4. SEEK MEDICAL OR POLICE ASSISTANCE, IF APPROPRIATE. For a life-threatening situation call 9-1-1, identify the situation and the dispatcher will determine the emergency intervention personnel needed. Encourage the client to seek medical help and solve any transportation issues (consult Consent for Emergency Treatment/Emergency Procedure Plan form for client/family preference).
5. DO NOT LEAVE YOUR CLIENT ALONE! Unless forbidden to remain with your client by police or other emergency personnel, do not leave your client unless/until a supervisor has arrived or until the situation is resolved.
6. ASSIST CLIENT IN CONTACTING NATURAL SUPPORTS (refer to Consent for Emergency Treatment/Emergency Procedure Plan and Client Information Sheet for names of family, friends, etc.)
7. NOTIFY REGIONAL CENTER of the emergency regardless of the hour or day. Your supervisor will make notification.
8. DOCUMENTATION: You must VERBALLY notify your supervisor of the situation as soon as possible. Submit written case notes and a completed “Special Incident Report Form” by end of the first business day following the occurrence.

Effective Date: May 1, 2002

Revised: January 18, 2010

©Adjoin

7.20 Suicide Crisis

All suicide statements or threats must be taken seriously. The degree of urgency in each situation is determined at the time and will help in deciding the appropriate measures to be taken.

PROCEDURE:

1. CALM THE CLIENT as much as possible. It is important that the direct support staff person remains calm and empathetic without overreacting.
2. OBTAIN IMPORTANT INFORMATION from the client:
    a. Where are they?
    b. Who are they with?
    c. What happened and how did they react to what happened?
    d. How is the client? (Physical injury?)
    e. Does the client have a psychologist or psychiatrist whom they see regularly? (If so, get the name & phone number from the client file.)
3. GET SUPPORT AND ASSISTANCE from a unit supervisor or another staff person, as soon as possible.
4. POSSIBLE NEXT ACTIONS (to be selected as appropriate):
    a. Follow any previously established plans documented in the client file.
    b. “Give active emotional support,” (see next page for methodology).
    c. Call local suicide hotline.
    d. Call 911 if the client’s psychologist or psychiatrist (if any) and turn the case management decision responsibility over to them.
    e. Transport the client to the nearest mental health unit of a hospital for possible admission.
5. DO NOT LEAVE THE CLIENT UNTIL THEY ARE IN THE HANDS OF A QUALIFIED MENTAL HEALTH PROFESSIONAL OR UNTIL THE SITUATION IS RESOLVED.
6. ENSURE THAT THE UNITS SUPERVISOR CONTACTS THE REGIONAL CENTER. First, an attempt will be made to reach the CPC or their unit supervisor.

©Adjoin

7. DOCUMENTATION:
    a. Submit written case notes and a completed “Special Incident Report Form” by end of the first business day following the incident.

“GIVE ACTIVE EMOTIONAL SUPPORT”

DO:
• Show that you take the person’s feelings seriously and wish to help.
• Listen to them: ask concerned questions.
• Explain that with help and support, they can enjoy good times again.
• Stay close until help is available, or the risk has passed.
DON’T:
• Try to shock or challenge: “Go ahead and do it.”
• Analyze the person’s motives “You just feel bad because……”
• Argue or try to reason “You can’t kill yourself because……”

Effective Date: May 1, 2002

Revised: January 18, 2010

©Adjoin

7.21 Locating a Missing Client

Clients should always have a card in their possession with their bus route and emergency phone numbers (i.e., their home, parent's home if applicable, place of employment, written on it. Direct support staff should facilitate and monitor this on a regular basis. Help clients update cards frequently.

Direct support staff must always have in their possession, a copy of the Client Information Sheet and Consent for Emergency Treatment/Emergency Procedure Plan. These contain information specific to each client such as emergency treatment preferences, seizures, first aid procedures, and emergency contacts.

Procedure:

1.	Always contact your Supervisor immediately.
2.	Contact someone from the client's last departing point.
3.	If the client is not there:
4.	• Back track on the route that the client would have taken and/or check the next major bus stops; refer to bus schedule on client information sheet.
5.	• Contact a responsible party from the client's residence and give him/her the phone number of the office or other person centrally coordinating the search. Ask that they please call if they have any contact with the client or if the client shows up.
6.	• If the client is riding on a transit bus system, contact the transit bus business office.
7.	• If you have an emergency before or after transit bus business hours, call the Dispatcher's desk and let transit bus know you are looking for a lost person. You will need to give them the client's name and physical description. Also, give any information on where the client was supposed to be. Ask that they please call if the client is located.
8.	• Contact someone at the client's destination point and give the phone number of the office or other person centrally coordinating the search. Ask that they please call if they have any contact with the client or if the client shows up.

©Adjoin

9.	• If all the above results in a no show, contact parents, residential supervisor, or significant other to determine if the missing person needs to be reported to the police.
10.	• If no one can be contacted for assistance and you have tried to find the client to no avail for 1 hour, notify the police. Simultaneously, Regional Center must be notified, regardless of the hour or day.
11.	• When the client is found, re-contact the police, Regional Center, and bus company to notify them.

Effective Date: May 1, 2002

Revised: January 18, 2010

©Adjoin

7.22 Client Assault Incident

Direct support staff should be prepared and alert to potential situations that may lead to an assault incident while working with clients. All collateral materials must be reviewed by the direct support staff before the initial visit with the client to determine if prior incidents have occurred and/or if there is potential for assaultive behavior. If, after reading the collateral, the staff person has any questions, they should speak with the unit supervisor.

PROCEDURE:

1.	MAINTAIN YOUR SAFETY AND THE SAFETY OF OTHERS:	Distance yourself and others from the person engaging in assaultive behavior if feasible, OR use emergency intervention techniques (please refer to CPI training) as appropriate.
2.	CONTACT A PROTECTION AGENCY	If necessary, utilize existing community services just as you would if you or anyone else were being assaulted outside of the service setting. Examples of resources would be mall, building or campus security officers or police.
3.	SEEK IMMEDIATE MEDICAL ATTENTION	As needed for self and others.
4.	CONTACT YOUR SUPERVISOR	As soon as possible as supervisor will assist you and provide support. You will be asked to come into the unit office to discuss the incident: ▪ If you sustain an injury requiring more than routine first aid, you will be sent to the agency's medical clinic for care. ▪ You will also be asked to fill out the appropriate Workers' Compensation forms and the Employee Incident Report Form.

©Adjoin

5.	CONTACT OR ASSIST CLIENT IN CONTACTING NATUAL SUPPORTS	Refer to the Consent for Emergency Treatment/Emergency Procedure Plan and the Client Information Sheet for names of family, friends, etc.
6.	ENSURE THAT REGIONAL CENTER IS NOTIFIED	Report incident regardless of the hour or day. Be sure your supervisor will make notification.
7.	DOCUMENTATION	Submit written case notes and a completed “Incident Report Form” by end of the first business day following the incident.

Effective Date: May 1, 2002

Revised: January 18, 2010

©Adjoin

7.23 Client Seizures

If the client has a known seizure disorder, a copy of their current Seizure Disorder Information Release must be current and placed in the master and travel file. *Maintenance of this form is the responsibility of the primary direct support staff member.* The form contains important information and outlines the preferred procedure to be followed for everyone during and following the seizure.

Adjoin's policy is to seek professional assistance after 5 minutes of seizure activity (whether it is one continuous episode or several consecutive seizures) unless otherwise specified on the release or in an individualized plan approved by the individual's physician.

The following are excerpts from the Epilepsy Foundation, Question and Answer brochure:

What should you do if someone has a generalized Tonic-clonic (grand mal) seizure?

These are the key things to remember:

- Keep calm and reassure other people who may be nearby.
- Clear the area around the person of anything hard or sharp.
- Loosen ties or anything around the neck that may make breathing difficult.
- Put something flat and soft like a folded jacket under the head.
- Turn them gently onto their side. This will help keep the airway clear. Do not try to force their mouth open with any hard implement or with fingers. It is not true that a person having a seizure can swallow their tongue. Efforts to hold the tongue down can injure teeth or jaw.
- Do not hold the person down to try to stop their movements.
- Do not attempt artificial respiration except in the unlikely event that a person does not start breathing again after the seizure has stopped.
- Stay with the person until the seizure ends naturally.
- Be friendly and reassuring as consciousness returns.
- Offer to call a taxi, friend or relative to help the person get home if they seem confused or unable to get home by themselves.

©Adjoin

Should an ambulance be called?

If you know the person has epilepsy, it's usually not necessary to call an ambulance unless the seizure lasts longer than five minutes, unless another seizure begins soon after the first, or unless the person cannot be awakened after the jerking movements have stopped. If the person having the seizure seems ill, injured, or is pregnant, an ambulance should be called.

Effective Date: May 1, 2002

Revised: January 18, 2010

©Adjoin

7.24 Providing Homelessness/Eviction Assistance to IDD Clients

1. NOTIFY REGIONAL CENTER CPC - They should be notified and may wish to coordinate the following steps, if the situation arises during business hours.
2. IF OUTSIDE OF BUSINESS HOURS - proceed as delineated below and contact a unit supervisor for assistance as needed.
3. IDENTIFY OPTIONS/RESOURCES for food, shelter, and money.
    a. Possibilities for temporary shelter are:
        i. Members of client's circle of support;
        ii. Clients living independently and willing to let someone sleep over for a night or two;
        iii. Community shelters
        iv. Hotel/motel, if the client can afford it.
4. ASSIST CLIENT WITH NECESSARY ARRANGEMENTS such as:
    a. Transportation;
    b. Emergency clothing, personal items or food, if needed; and
    c. Admission to shelter.
5. ESTABLISH PLAN FOR NEXT DAY and assist client in beginning to develop long-term plans.
6. DOCUMENT ALL OF ABOVE IN CASE NOTES. If appropriate, complete a "Special Incident Report" which would be due by end of the first, following business day.

Effective Date: May 1, 2002

Revised: January 18, 2010

©Adjoin

7.25 Emotional First Aid

When handling emergency or stressful situations with clients, it is the direct support staff person's responsibility to maintain a professional, calm attitude. The following points will help staff to assist clients who are experiencing a highly emotional or stressful situation:

1. Do not minimize. Acknowledge the situation.
2. Empathize. Do not get caught in sympathy.
3. Touch the person's skin in an appropriate manner.
4. Find out what "help" means to the person in need of it.
5. Remain conscious of yourself. Do not get caught in an emotional web of blame, negativity, etc.
6. Refrain from pity.
7. Strengthen the other person's self-esteem through positive feedback as appropriate.
8. Respect all confidences. Do not gossip about what you experienced.
9. Show your concern by the actions you take to follow through with your support.
10. Stay in the moment. Do not rehearse things in your head when your attention is needed to enable you to act spontaneously.

Effective Date: May 1, 2002

Revised: January 18, 2010

©Adjoin

7.26 Pet Policy

Guide, Service & Companion Animals

Under California law an individual with disabilities may be allowed to keep a guide, service or companion animal even in a no pet building (since the animal is not a "pet) as a reasonable accommodation. Denying such accommodations may be unlawful discrimination. *(Department of Fair Employment & Housing v. Auburn Woods I Homeowners Association (May 7, 2002) No. 02-11.)*

Adjoin recognizes the benefits of pets as companions for the people we serve. We also recognize the level of responsibility and costs associated with owning an animal.

When a client expresses interest in obtaining a pet we will work with the client and his or her circle of support to determine whether the client can adequately care and financially support the pet. If the client has a roommate, the roommate's permission would also be needed to move forward with obtaining a pet. The Adjoin Program Manager must fully evaluate all requests for pet support before any support services will be authorized. Every situation will be evaluated on an individual basis depending on the circumstances.

If it is deemed that the client is able to have and provide for the pet, ADJOIN will work with the client to identify what type of common household pet would be the best match for the client's physical and financial ability to care for the animal. This would include identifying what types of animals are allowed by the client's residence, if there is enough space for the animal in the residence, and the client's abilities to provide the physical needs of the animal.

Other important considerations that shall be evaluated by the circle of support, if the pet is a dog include:

- Selecting times of the day when walking a dog is safest for area where client resides.
- Selecting an approved walking route, frequency and length of walks.
- Dogs must always remain on leash during walks.
- Dogs must be trained and respond to master commands.
- Staff, Client and pet must take appropriate steps to prevent heat illness. They will take adequate breaks, drink water and utilize sun protection as appropriate.
- Dogs may only be transported in staff or fleet vehicle if kennel is available and properly utilized. This transportation is authorized for required Veterinarian visits not for trips to dog parks or any other elective event.

©Adjoin

Adjoin may provide physical assistance in caring for a pet only in situations where the client is physically unable to provide that care themselves *and* Adjoin along with the client's circle of support agrees that the pet provides a needed social, emotional and/or medical benefit to the client's well-being.

ADJOIN reserves the right to decline providing physical care to any animal if it is felt that the animal is a health and safety risk to the client, staff or community members. *If the pet support is authorized by the Director/Program Manager/Regional Manager,* documented training will be provided to staff person directly responsible for pet support. The staff assigned to provide pet support must be physically capable of providing the support in a safe manner.

- Adjoin will not provide financial support to any client to help care for an animal.
- If a client becomes unable to physically or financially care for an animal Adjoin will assist the client in finding a new home for the animal but will not be solely responsible for finding a new home for the animal.
- If a client is neglecting or abusing the animal, Adjoin will contact the appropriate local authorities to have the animal removed.

Employee Pets

Employees are not permitted to bring their pets to the office or a client's residence and/or work site without prior authorization by their supervisor. The consent of the client and/or their employer is required before any authorization can be given to take a pet to a client's residence or worksite.

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

Effective Date: January 1, 2007

Revised: March 24, 2015

©Adjoin

7.27 Composition of Workforce

Temporary Employee

The individual hired on a temporary basis, with a fixed term of employment. The term of employment must be specified in writing and pre-approved by the Chief Executive Officer. A temporary employee is only eligible for company sponsored medical insurance benefits if they are employed on a full-time basis after 60 continuous days. Temporary employees are eligible for paid sick leave if they work at Adjoin for 30 or more days within a year from their date of hire. Eligible employees *may use accrued sick days beginning on their 60th day of employment*.

Temporary employees are not eligible for any other type of benefit; furthermore, as a temporary employee time in service cannot be used to calculate longevity or benefits.

Orientation Employee

An orientation employee is one who has been employed for less than 60 calendar days. The period of orientation may be extended by a written notification to the employee by their supervisor.

An Orientation Employee does not accrue paid time off leave (PTO), nor are they eligible for participation in health care or other company benefit programs until they have met the benefits eligibility requirement, as applicable.

Regular Full-Time Employee

A regular full-time employee is one who is regularly scheduled to and who does work an average of 30 hours or above per workweek and is:

a) A salaried, full-time, exempt employee; or,

b) An hourly, full-time, non-exempt employee; and

c) Has completed the orientation period; and

d) Is benefits eligible after: 60 days of continuous fulltime status.

©Adjoin

Regular Part-Time Employee

A regular part-time employee is one who is regularly scheduled to and who does work an average of less than 29 hours per workweek and is:

a) An hourly, part-time, non-exempt employee; and

b) Not eligible for benefits and has completed the orientation period.

Trainee

Through designated programs, Adjoin may have individuals in the workplace who are trainees. A trainee is designated by participation in an authorized training program, for a specified time period. During the training period, the trainee is provided experience and learning opportunities. The individual may be offered regular employment at the end of the training period, but this is not guaranteed.

Regular part-time employees and trainees do not accrue PTO days and are not eligible for health care and other benefits as defined by Adjoin and the law, as applicable.

Effective Date: January 1, 2020

©Adjoin

7.28 Policy on Workplace Meetings Concerning Political or Religious Matters

Adjoin is committed to fostering a workplace environment that respects the diverse beliefs, values, and opinions of all employees. In compliance with applicable laws, Adjoin ensures that participation in meetings discussing political or religious matters is entirely voluntary.

Policy Statement

Adjoin prohibits mandatory attendance at workplace meetings or communication sessions where the primary purpose is to discuss political or religious matters.
"Political matters" include discussions about support for or opposition to political parties, candidates, legislation, or any other matter relating to elections or governmental policies.
"Religious matters" include discussions or activities promoting or opposing any religious belief, practice, or affiliation.

Employee Rights

Employees have the right to refrain from attending or participating in meetings or communications concerning political or religious matters without fear of retaliation, discrimination, or adverse employment consequences.
Employees who voluntarily choose to engage in such discussions are encouraged to do so respectfully and without disrupting workplace operations.

Exclusions

This policy does not apply to:

Discussions necessary for the normal operations of the organization, including training or communications on compliance with applicable laws or policies.
Meetings addressing issues directly related to the terms and conditions of employment or employee benefits.

©Adjoin

Reporting Concerns

Employees who believe they have been required to participate in a meeting or communication in violation of this policy should report their concerns to Human Resources immediately. Complaints will be promptly, and thoroughly investigated, and appropriate corrective action will be taken if necessary.

Non-Retaliation

Adjoin strictly prohibits retaliation against any employee who exercises their rights under this policy or reports a violation.

Questions

Employees with questions about this policy or its application should contact Human Resources for clarification.

Effective: January 1, 2025

©Adjoin

8 Technology

Adjoin's information and office technology systems (networks, software, computers, telephones, printers, copiers, etc.) are tools provided to employees to enhance productivity and performance on the job. Limited non-business use is permitted when on personal time (e.g. during lunch hour or after work).

Regardless of the type of use, employees must not have any expectation of privacy to data, information, or files that are created, stored, or used on Adjoin's systems. The CEO or their designee reserves the right to access the employee's computer or files at any time. Staff is expected to use good judgment in their use of Adjoin 's information and office technology systems, especially electronic mail. Access to all systems, including electronic mail and the Internet, is a privilege, not a right.

Examples of inappropriate uses of technology include:

- Any violation of law or government regulation
- Any unauthorized access to computer systems or networks
- Any use promoting disrespect for an individual, discrimination, or any use constituting a personal attack, including ethnic jokes or slurs
- Viewing, copying or transmitting material with sexual or profane content
- Transmitting harassing or soliciting messages
- Transmitting unsolicited advertising
- Using copyrighted material without permission or legal rights
- Any use for personal financial gain, or in a manner creating a potential conflict of interest for the employee or Adjoin
- Defamatory, inflammatory or derogatory statements about individuals, companies or their products
- Any use that constitutes a waste of Adjoin's resources, including network resources
- Sending or forwarding chain letters
- Any use of network systems for recreational games or other recreational purposes
- Any use that involves corruption or destruction of data, including knowingly launching a virus, worm or other malicious software

©Adjoin

The failure to use good judgment or the abuse of the organization's policies may result in suspension of privileges or disciplinary action. If any employee discovers they have unintentionally violated this policy, that employee should notify his or her supervisor immediately.

Effective Date: January 1, 2007

Revised: January 18, 2010

©Adjoin

8.1 Media Submission Tips & Procedures

Adjoin recognizes the importance and power of media in connecting with and engaging others in our mission. Employees are encouraged to send media submissions to our Community Engagement and Development team.

Employees should follow all privacy, confidentiality, and social media guidelines.

What to Submit to Adjoin

- Full Names of Client(s), Employee(s), & Partner(s)
- Date of Event
- Details About Event
- Location of Photo or Video
- (Office Business Name & Address Only)
- Social Handles for Tagging Partners on Social
- A Few Sentences About the Media Submitted
- (Details that can be Shared Publicly Only)
- Confirmation that Social Media Releases, and all forms required, are current and updated on all necessary platforms.

Media Quality

- Focus the shot, this helps avoid blurry photos.
- Ensure good lighting whenever possible.
- Natural light is best.
- Brighten the shot if it gets too dark, a flash helps.
- Capture people in the moment.
- Ensure everyone is looking at the camera for group shots.
- Submit only high-resolution media.

What Kind of Content?

- Resource and Vendor Fairs, Recruiting Opportunities
- Campaign Related, Special Events
- Trips and New Adventures
- Client and Employee Milestones
- Details About Event
- Location of Photo or Video

©Adjoin

Submission of Media

Each office has a SharePoint site for media submissions. Email or text all media to the social media specialist or person designated at your office, and they will upload the content to SharePoint.

You can text media to 858.225.1398 or email social@adjoin.org.

Effective Date: January 1, 2022

Revised: January 1, 2025

©Adjoin

8.2 Use of Telephones & Wireless Communication Devices

Office telephones are a vital part of our business operation. Because of the large volume of business transacted by telephone, personal use of the telephone should be limited, and personal calls should be brief. Personal long-distance calls must be billed to the employee's home phone or credit card or placed collect.

When the employee is traveling, it is permissible to make a brief call home every other evening.

Cellular telephones are furnished to certain employees in connection with their job duties. Employees who are issued cellular telephones will also be offered an earphone / microphone adapter for increased safety and convenience. Employees who are issued cellular telephones by Adjoin should make all long-distance telephone calls while traveling from their cellular telephone. Employees need to limit personal use of their cellular telephone in the same way they need to limit personal use of their office telephone. Employees that have excessive cellular usage for personal calls will be subject to corrective action up to, and including, termination.

As part of the organization's commitment to safety in the delivery of programs and services, Adjoin places special emphasis on the safe operation of motor vehicles used by employees to conduct the organization's business. If an employee must use a wireless communications device (WCD) while driving, it should be used only in a life-threatening emergency or when the employee cannot pull to the side of the road and stop safely.

For the purposes of this policy, WCD's include, but are not limited to, wireless phones, personal digital assistants, computers, online email devices, navigation aids, and any other information or entertainment service or equipment, whether or not such devices are provided by or paid for by the organization. Employees are advised to adhere to the following safety precautions with respect to the use of WCD's:

1. If you must make a telephone call while driving on the organization's business, pull into a parking lot or off the road onto a wide shoulder and park the car before retrieving the telephone to receive or make the call.
2. Exercise extreme caution if pulling on or off the shoulder of a busy thoroughfare.

©Adjoin

3. Where possible, try to make all necessary calls before setting off on a trip, or after arriving safely at your destination.
4. Call for help to protect yourself and your passengers from dangerous situations or to report an emergency involving others. Dial 911 in case of fire, traffic accident, road hazard, or medical emergencies.

Adjoin does not permit employees to drive while using a hand-held cellular telephone.

During work time, employees are not permitted to use personal cellular telephones. These should be used only during breaks and mealtimes and ringers should be set to a soft ring tone or on vibrate to not disrupt others in the office.

Employees who violate this policy are subject to discipline, up to and including termination of employment or volunteer service.

Effective Date: January 1, 2007

Revised: January 18, 2010

©Adjoin

8.3 Virtual Meeting Etiquette

Adjoin recognizes the value and convenience of being able to conduct meetings virtually as well as in person. Virtual meetings can help foster good collaboration and communication, but only if they are executed thoughtfully and not as a replacement for in-person communication.

Adjoin schedules meetings such as safety meetings and staff meetings as a means to communicating important information to staff, as well as building rapport and collaboration amongst the team. Although convenient, virtual meetings in which participants attend with their webcams off and do not participate, do not serve the original intent of the meetings and are not in alignment with Adjoin's mission and values.

Adjoin supports the use of virtual meetings using the following guidelines:

- Participants should keep their webcams on, unless participants have received permission from their supervisor to attend the meeting with their webcam off
- All virtual meetings should strive to have an element of participation to keep the meeting engaging for remote participants.
- Participants will be required to participate in the meeting as appropriate for the circumstances.

Violations of the above will be addressed by the employee's supervisor, and repeated violations or unwillingness to adhere to the above may result in corrective action and/or a revocation of the privilege to attend meetings remotely.

Effective Date: January 1, 2022

Revised: January 1, 2025

©Adjoin

8.4 Communication Confidentiality

All employees of Adjoin must respect the privacy and rights of others. At no time is it appropriate to give out a client or Adjoin employee's personal communication information: home address, email, home or cell telephone number, age, gender, or any other personal identifiable information to anyone who is not an authorized individual.

Violation of this policy will result in disciplinary action up to and including termination.

Effective Date: January 1, 2001

Revised: January 1, 2016

©Adjoin

8.5 Personal Communications

Personal communications during working hours and the use of company-owned media (phones, computers, fax machines, etc.) are conducted at the will of the organization.

Excessive, unapproved, or inappropriate use of company-owned media is prohibited and may be subject to disciplinary actions, up to and including termination.

Employees are required to keep all personal phone calls to a minimum. Friends and relatives should be discouraged from calling during work hours unless there is an emergency. Necessary calls should be made during break periods and meal breaks whenever possible. Excessive personal calls disrupt the efficient and orderly transaction of business and service to our clients.

Adjoin postage meters/overnight carriers are for the use of business mail only. Employees are not authorized to send personal outgoing mail using Adjoin postage/overnight carriers nor have personal mail regularly delivered to the worksite.

E-mail service and Internet connections provided by Adjoin are for business purposes.

Employees are prohibited from using company property or time to engage in personal business activities.

Effective: September 1, 2000

Revised: January 18, 2010

©Adjoin

8.6 Internet Use

For Business use only: Adjoin provides Internet access (including e-mail) to its employees to assist and facilitate business communications and work-related research. These services are for legitimate business use only during employees' assigned duties. All materials, information and software created, transmitted, downloaded or stored on the company's computer system are the property of Adjoin: Employees may access the Internet for non-business use during mealtime or other breaks, so long as all other provisions of this policy are followed.

Prohibited Uses: Prohibited Inappropriate Internet use includes:

- Transmitting obscene, harassing, offensive or unprofessional messages.
- Transmitting verbal abuse, abusive or profane language, injurious, threatening or intimidating conduct.
- Accessing any site that is sexually or racially offensive or discriminatory.
- Transmitting any of Adjoin's confidential or proprietary information, including client data, trade secrets or other materials covered by Adjoin's confidentiality policy to individuals or entities whom are not privy to such information. This policy applies equally whether transmitting to internal or external individuals or entities.

Monitoring: Adjoin reserves the right to monitor employee use of the e-mail system or the Internet at any time. Employees should not consider their Internet usage or e-mail communications to be private. Personal passwords are not an assurance of confidentiality and the Internet itself is not secure.

Copyright restrictions, permission required: Any software or other material downloaded into the company's computers may be used only in ways consistent with the licenses and copyrights of the vendors, authors or owners of the material. Prior *written* authorization from the Chief Executive Officer of Adjoin is required before introducing any new software into the company's computer system. Employees may not download music, entertainment software, or games on to company computers.

Company representation: Only authorized employees may communicate on the Internet on behalf of the company. Employees may not express opinions or personal views that could be misconstrued as being those of the company. Employees may not state their company affiliation on the Internet unless required as part of their assigned duties.

©Adjoin

Social Networking Policy

Authority

This social networking policy applies to all employees, contractors, business partners, or other parties with a material interest in Adjoin (collectively referred to as the *associates*).

State of social media

Social media, professional networking sites, rapid-fire communications, blog sites, and personal Web sites are all useful technologies; Adjoin realizes this fact. Every associate has an opportunity to express and communicate online in many ways and Adjoin encourages an online presence. Above all else, everyone needs to use good judgment on what material makes its way online.

This policy will set forth guidelines that employees should follow for all online communications in reference to Adjoin.

Relevant technologies

This policy includes (but is not limited to) the following specific technologies:

- Personal blogs
- LinkedIn
- Instagram
- TikTok
- X
- Facebook
- MySpace
- Personal Web sites
- Digg
- YouTube
- Photo-sharing websites

©Adjoin

Responsibility

Any material presented online in reference to Adjoin by any associate is the responsibility of the poster. We encourage all communication to be made in an identifying manner, to establish credibility above all else. Along with clear identification, associates must state that any opinion is yours individually and not a form of official communication from Adjoin.

Topic matter guidelines

Adjoin associates are encouraged to use the following guidelines in social networking practices:

- Be relevant to your area of expertise.
- Do not be anonymous.
- Maintain professionalism, honesty, and respect.

Apply a "good judgment" test for every activity related to Adjoin: Could you be guilty of sharing private or personal information, trade secrets, client identities or information, or upcoming announcements?

Activity showing good judgment would include statements of fact about Adjoin and its products and services, facts about already-public information, or information on the Adjoin Web site.

Further, if any associate becomes aware of social networking activity that would be deemed distasteful or fail the good judgment test, please contact your immediate supervisor.

Harassment

We prohibit unlawful discrimination of any sort, which includes but is not limited to; discriminatory comments/posts, “jokes” about protected groups, sexual innuendos, or photos being posted of clients/employees without permission. All employees must be cautious to avoid making disparaging comments.

Company assets

The use of company assets (computers, Internet access, email, etc.) is intended for purposes relevant to the responsibilities assigned to each associate. Social networking sites are not deemed a requirement for most positions, and certain job titles are not permitted to access these services over the Internet. For associates that can access these services, a reasonable

©Adjoin

and limited amount of use of company assets are permitted for social networking services.

Information or data leakage

Associates who participate in online communication and disclose company information or data leakage will be subject to disciplinary action. This online communication can include but is not limited to:

- Company information or data leakage.

Disciplinary action can include termination or other intervention deemed appropriate by the company.

Off-Limits material

This policy sets forth the following items which are deemed off-limits for social networking:

1) **Intellectual property, trade secrets, or customer data**

   Adjoin's intellectual property, trade secrets, and customer and client confidential data are strictly forbidden from any online discourse except through mechanisms managed internally by Adjoin's communications or marketing groups.

2) **Financial information**

   Any online communication regarding the company's financial data is strictly forbidden except through mechanisms managed internally by Adjoin's communications or marketing groups.

3) **Company-sensitive matters**

   Any online communication regarding proprietary information such as layoffs, strategic decisions, or other announcements deemed inappropriate for uncoordinated public exchange is forbidden.

©Adjoin

Violations: Any violations of this policy may result in loss of Internet access from company computers and disciplinary action, up to and including termination.

Effective Date: May 1, 2002

Revised: May 29, 2013

8.7 Video Surveillance Policy

Adjoin prohibits employee use of cameras in the workplace, including camera-equipped phones, tablets and other devices, when necessary to secure client privacy and/or to protect trade secrets and other proprietary business information.

The state of California prohibits the recording of conversations or meetings unless the consent of all parties involved is obtained. As such, secret recordings or recordings without permission of the employer are prohibited in all Adjoin locations within California.

Restrictions on Employee Camera Use

1. Employees are prohibited from using cameras or other visual recording devices into areas where client privacy may be compromised.
2. Employees are prohibited from using cameras or other visual recording devices into areas and/or meetings where company trade secrets or proprietary business information could be disclosed.
3. With prior approval from their supervisor, employees may record workplace activities that are not prohibited by law or do not compromise confidential information as described above.

Company Monitoring

Adjoin reserves the right to install security cameras in work areas for specific business reasons, such as security, client safety, theft protection or protection of proprietary information.

©Adjoin

1. Adjoin may find it necessary to monitor work areas with security cameras when there is a specific client, job, or business-related reason to do so. The company will do so only after first ensuring that such action is following state and federal laws.
2. Adjoin work areas that are owned or operated by third parties (i.e. a client home, their family home, or a client worksite) may find it necessary to monitor work areas with security cameras when there is a specific client safety or business-related reason to do so. The third party is required to notify Adjoin of the full scope of their video surveillance prior to the start of program services within said location. Adjoin reserves the right to not provide services in locations not in full compliance with state and federal laws.
3. Employees should not have any expectation of privacy in work-related areas.
4. Employees will be notified in writing of work-related locations where security camera surveillance is occurring. Cameras will be clearly marked in the workplace with signs noting *video surveillance in progress*.
5. Employee privacy in ***nonwork*** private areas will be respected to the extent possible. Adjoin's reasonable suspicion of onsite drug use, physical abuse, theft or similar circumstances would be possible exceptions. Legal advice will be sought in advance in such rare cases where nonwork-area privacy must be compromised.
6. Recordings may be used to monitor workplace performance and may be used as a part of disciplinary action, up to and including termination.
7. Recordings may not be publicly posted or shared with the media or any other public venue including the internet, without the written authorization of Adjoin *and* the individuals whose images appear in the recording.
8. Employees should contact the human resource (HR) department if they have questions about this policy.

Effective Date: August 24, 2017

©Adjoin

8.8 Technological Standards

To enhance the security of Adjoin's network, employees will comply with the following:

Access Management

To restrict network access to authorized users, Adjoin will do the following:

1) Human Resources will immediately inform IT once an employee has been terminated so terminated employee's access can be deactivated. If needed, this request will also include where the account can be temporarily re-directed so company files can be accessed.
2) Maintain multi-factor authentication (MFA) for added layer of security
3) Require passwords to access all Adjoin systems – including workstation devices, Office365, and other online platforms. Passwords must be complex and must be updated regularly, per the system requirements.
4) Set-up separate Internet access for guests to isolate unauthorized users from the organization's network.

Audit Capabilities

Audit logs are maintained and accessible within the various online systems in use for work purposes.

Data Export and Transfer Capabilities

To secure company information or data, employees are required to use Adjoin's MS Office365 (One Drive or SharePoint) account to save data/files. Employees are prohibited from saving information on removable media such as flash drives and the like or on personal devices.

When emailing/sharing employee or client data as authorized and required for work, the data being shared must be done securely. Adjoin supports the following options:

1) Encrypt the email message and/or password-protect the file before emailing
2) Use a secure file exchange service – MS365-OneDrive

©Adjoin

Decommissioning of physical hardware and data destruction

Old or obsolete electronic equipment or peripherals that hold sensitive data – like desktops, laptops, hard drives – must be decommissioned as follows:

- Desktops or Laptops – remove the hard drive for destruction and the rest can be e-recycled
- Hard drives – destroy with a hard drive destruction service such as Shred-it or Corodata.

Protection from malicious activity

Adjoin has a layered, overlapping suite of defenses:

Everywhere

- **Advanced Identity management**, protection, and anti-phishing
- **Endpoint detection and response** (EDR - advanced anti-virus software)
- **Cloud threat prevention software**
- **Network segmentation**
- **Limit administrative rights** (no local admin, LAPS)
- **Device encryption** (Bitlocker)
- **SaaS DR of O365** data (email, OneDrive, etc.)

Corporate HQ Perimeter:

- **Intrusion Prevention System** (IPS - smart firewall)
  - w/ **commercial ruleset** (prevents **new and emerging threats**)
  - **Threat Intelligence**
  - **GeoIP filtering**
- **Extended Detection & Response (xDR)** (formally SIEM, NIDS, HIDS) – monitored by humans 24/7 – using machine learning to sift through thousands of logs to identify potential security incidents
  - Internet traffic
  - Server traffic
  - Firewall/IPS traffic
  - O365 + Azure

Remote offices perimeter:

- **Intrusion Prevention System** (IPS - smart firewall)
  - w/ **free ruleset** (prevents **previously known threats**)
  - **Threat Intelligence**
  - **GeoIP filtering**

©Adjoin

Remote access and support

Corporate houses the company server. Authorized corporate employees can log on to their desktop remotely using either company owned devices or personal devices.

To ensure that this type of access is done securely, IT must provide staff with remote access using a Remote Desktop Gateway, remote access software or a virtual private network.

Updates, configuration management and change control

Windows updates are managed and automatically installed every week.

We have secure baseline configurations for computers and servers.

We have a semi-formal change control process leveraging the ticketing system:

- Change Requested
- Change Approved
- Change Implemented
- Change Tested
- Change Accepted
- Change Completed

Effective: January 1, 2022

©Adjoin

8.9 Artificial Intelligence (AI) Use Policy

Adjoin recognizes that Artificial Intelligence (AI) tools can support innovation, efficiency, creativity, communication, and operational effectiveness across the organization. This policy establishes guidelines for the responsible, ethical, and secure use of AI technologies while protecting the privacy, dignity, and rights of the individuals we support, our team members, and organizational data.

Adjoin is committed to using AI in a manner that aligns with our mission, values, and legal and ethical responsibilities.

This policy applies to:

- All Adjoin employees, contractors, interns, volunteers, consultants, and temporary staff
- All AI platforms, applications, and tools used for work-related purposes
- AI use across all programs, departments, communications, and operational functions

Approved Use of AI

AI may be used to support work-related tasks that improve productivity, creativity, organization, and efficiency, including but not limited to:

- Drafting communications, emails, reports, and presentations
- Brainstorming ideas and generating content concepts
- Administrative support and workflow organization
- Data summarization and analysis (when compliant with confidentiality standards)
- Marketing and content development
- Training and educational support
- Project planning and research assistance

All AI-generated work must be reviewed, edited, validated, and approved by the team members using the tool prior to use or distribution.

©Adjoin

Prohibited Use of AI

AI may not be used for:

- Uploading or sharing confidential, protected, or sensitive information
- Sharing Personally Identifiable Information (PII), Protected Health Information (PHI), client records, payroll data, financial information, or proprietary organizational information into public AI platforms
- Making clinical, medical, legal, HR, disciplinary, or financial decisions without qualified human review
- Replacing required professional judgment or human interaction
- Generating discriminatory, harassing, inappropriate, or offensive content
- Creating false, misleading, or deceptive information
- Violating copyright, licensing agreements, or intellectual property laws
- Circumventing organizational policies, procedures, or security standards

Confidentiality & Data Protection

Protecting the privacy and dignity of the individuals we support, and our workforce is a top priority.

Team members must:

- Never enter confidential or sensitive information into AI tools unless explicitly approved by Adjoin leadership and Information Technology
- Follow all HIPAA, privacy, confidentiality, and data security requirements
- Use only approved AI platforms for organizational work when applicable
- Immediately report any suspected data breaches, inappropriate outputs, or security concerns

When in doubt, assume information should not be entered into an AI system.

Recording & Consent

In accordance with California law, employees may not use AI tools, software, applications, or devices to record conversations, meetings, phone calls, or interactions without the knowledge and consent of all parties involved when required by law. California is a “two-

©Adjoin

party consent" state under California Penal Code Section 632, meaning it is unlawful to record confidential communications without appropriate consent.

This includes, but is not limited to:

- Audio recordings
- Video recordings with audio
- AI meeting transcription tools
- Automated note-taking applications
- Voice assistants or recording-enabled AI platforms

Employees must obtain appropriate consent prior to using any recording or AI transcription technology during meetings, calls, or conversations conducted on behalf of Adjoin.

Unauthorized recording or transcription may result in disciplinary action and may expose individuals and the organization to legal liability.

Human Oversight & Accountability

AI is a support tool — not a replacement for human responsibility, expertise, or decision-making.

Employees remain fully accountable for:

- Accuracy of AI-assisted work
- Professional judgment and final decisions
- Compliance with Adjoin policies and legal requirements
- Reviewing all AI-generated content for correctness, bias, tone, and appropriateness

AI-generated information may contain inaccuracies, outdated information, or biased content and must always be validated before use.

Ethical Use Expectations

Adjoin expects all AI use to reflect the organization's values of integrity, inclusion, respect, innovation, and person-centered practices.

AI use should:

- Support accessibility and inclusion
- Enhance — not diminish — human connection and services

©Adjoin

- Avoid bias and discriminatory outcomes
- Promote transparency and honesty
- Respect the dignity and individuality of the people we serve

Employees should disclose AI-assisted content when appropriate, especially in professional, public-facing, or sensitive contexts.

Intellectual Property & Ownership

Work products created using AI for Adjoin business purposes remain the property of Adjoin, subject to applicable laws and platform terms of service.

Employees may not use AI tools to:

- Upload copyrighted material without authorization
- Create content that infringes on intellectual property rights
- Misrepresent AI-generated work as original professional expertise when inappropriate

AI Tool Approval & Technology Standards

Adjoin reserves the right to:

- Approve or restrict AI tools used for organizational purposes
- Monitor organizational technology usage in accordance with existing policies
- Disable access to tools that pose security, compliance, or operational risks

The Information Technology department and leadership may establish additional procedures, or approved platform lists as AI technologies evolve.

Training & Compliance

Adjoin may provide ongoing education and guidance regarding safe and effective AI use. Employees are expected to:

- Follow organizational AI guidance and updates
- Participate in required training if applicable
- Ask questions when uncertain about appropriate AI use

©Adjoin

Failure to comply with this policy may result in corrective action, up to and including termination of employment or contract relationships.

Because AI technologies continue to evolve rapidly, this policy may be updated periodically to reflect changes in technology, regulations, organizational needs, and best practices.

Questions regarding this policy or acceptable AI use should be directed to:

- Supervisor, Director, COO
- Head of People
- Director of Technology & Innovation

Adjoin encourages thoughtful innovation while maintaining the highest standards of ethics, privacy, professionalism, and person-centered care.

Effective: September 18, 2026

©Adjoin

9 Transportation

9.1 Transporting Clients

Occasionally, in the course of providing services to a client, Adjoin staff may be required to transport a client. Staff shall follow all applicable laws regarding seat belts, safe driving, and height and weight requirements for front-seat passengers.

At no time should any client be required to get into a car, van, or bus when the client is displaying unsafe and inappropriate behavior (i.e., spitting, hitting, kicking, pinching, etc.). When a client is not ready for safe transport, placing him/her in a vehicle poses a danger to the client, other passengers, and the driver.

If a client is not ready for safe transport, staff shall:

1. Inform the driver that the client is not ready for safe transport.
2. Allow the client time and space to calm down.
3. Notify the appropriate emergency on-call and/or supervisor regarding the situation.
4. Not transporting the client until the client has been calm for at least 20 minutes and appropriate authorization from a supervisor has been received.

If a client acts out while in transport, staff shall pull the vehicle over at the nearest safe place to allow the client time to calm down.

If a client is not able to calm down, staff shall call the appropriate emergency on-call or access appropriate community resources (i.e., police, sheriff, etc.) for assistance.

Effective: January 1, 2001

Revised: January 18, 2010

©Adjoin

9.2 Automobile Accidents Involving Client

While providing services to clients, situations sometimes arise that make it necessary for a team member to transport a client. If a team member needs to transport a client, they should always take the Client's Emergency information with them.

If staff is involved in an automobile accident while transporting a client, the following steps need to be followed to ensure the safety of both staff and client:

1.	Call or have someone **call 911 immediately** and report the accident.
2.	Check yourself and client for any obvious injuries.
	▪ Treat any life-threatening injuries until trained medical personnel arrive.
	▪ If no obvious injury to self or client, keep client calm and inside the vehicle.
3.	As soon as possible, **notify Adjoin of the accident**.
	• During business hours (8:30 am – 5:00 pm) call your immediate supervisor and/or Director / Program Manager.
	• After hours, call the Emergency On-call for your area.
	• A Special Incident Report (SIR) must be submitted to Adjoin within 24 hours.
4.	Exchange all pertinent information with other driver(s) involved in accident. Attempt to notify the police and make an official police report. The police may or may not respond to the accident dependent upon the severity, location, or other pertinent factors. If you are successful in making an official police report, ensure you obtain information on where to obtain a copy of the report.
5.	When police, ambulance and/or fire department arrive:
	▪ Identify yourself as an Adjoin employee and request the client be checked by a trained medical person.
	▪ If the client or team member requires medical attention at a hospital, request that the officer call Adjoin (office or Emergency on-call) before leaving the scene.
	▪ Take the Client's Emergency information with you to the hospital.
6.	If employee injury, appropriate paperwork (Employee Incident Report) must be completed and submitted within 24 hours of incident.

Effective Date: July 1, 2000

Revised: January 1, 2018

©Adjoin

9.3 Vehicular Breakdown

While providing services to clients, staff may need to transport an individual or individuals. Should a team member's or company vehicle break down, the following procedures are to be followed:

1. See that all clients as well as other team members are safe. If the vehicle is in a place where it is safe, have everyone stay inside the vehicle with seat belts fastened. If it is not safe to stay inside the vehicle, move clients and other staff to a spot at least a quarter to a half mile off the roadside preferably in a shaded area.
2. Call the emergency contact for the on-call team member to arrange for the clients to be picked up by another staff.
3. Seek roadside assistance by accessing your personal roadside service (i.e. AAA, automobile insurance group, etc.) or call office or emergency contact for assistance.
4. Do not have vehicle towed until the clients are on their way safely with another staff.
5. If you are in a company vehicle, call the Enterprise National Service Department at 1-800-325-8838 to decide if the vehicle to be towed to an authorized repair shop.

A copy of this policy is to be kept inside each Adjoin vehicle.

Effective Date: May 1, 2002

Revised: January 1, 2012

©Adjoin

9.4 Cell Phone Usage While Driving

It is the Policy of Adjoin to prohibit employees from using hand-held cell phone devices for personal and business purposes while driving on behalf of the company.

- Hands-free devices are required if using a cell phone while driving.
- If the team member does not have a hand-free device, they should make all necessary phone calls before or after driving. If necessary, team members should pull over to the side of the road to make or answer a phone call.
- Text messaging, emailing, and/or instant messaging while driving on behalf of the company is prohibited.

Employees are prohibited from accepting and/or making personal calls while transporting clients.

Driving on behalf of Adjoin consists of, but is not limited to the following situations:

- Driving to or from a Client's home
- Transporting a Client
- Traveling to, from, or between offices
- Running office errands
- Traveling to or from a company event

Employees of Adjoin who violate this policy will be subject to disciplinary procedures, possibly resulting in termination.

Effective Date: January 1, 2008

Revised: January 18, 2010

©Adjoin

9.5 Personal Vehicle Inspections

As part of our Safety program, Adjoin requires all employees who may use their personal vehicle for business use to have a Vehicle Inspection. This is to ensure the vehicle is in good condition and meets minimum safety requirements by law.

Inspections will be completed by the designee of the Director and/or Program Manager/Regional Manager for the office of the employee.

Employee's vehicles are required to be inspected using the Vehicle Inspection Checklist. Inspections are to be completed upon hire and thereafter twice annually in January and July.

Should the employee's vehicle fail to pass all the items on the inspection they will have up to 30 days to provide proof of correction(s). Should the employee fail to provide proof of correction(s) within the 30 days, appropriate disciplinary action up to and including termination may be taken.

If during the inspection the employee's vehicle is deemed unsafe for travel and/or for transporting clients or others, the employee will not be allowed to travel on behalf of the organization and/or may be put on unpaid suspension until appropriate repairs and corrections are made. Some examples of corrections that would make a vehicle unsafe are: seat belts are missing and/or not working, tire tread is severely worn, windshield is severely crack and hinders the driver's ability to see, not having valid auto insurance, head lights are not working, damage to auto that hinders one's ability to open and close doors, etc.

The Director/Regional Manager/Program Manager shall determine whether an employee's vehicle is unsafe to drive on behalf of the organization.

Effective Date: January 1, 2006

Revised: January 1, 2019

©Adjoin

9.6 Fleet Vehicle Policy

Policy Statement

Vehicles driven on Adjoin business shall be operated in a safe manner, in compliance with applicable rules and regulations. Only properly qualified and authorized persons may drive on company business. Company vehicles may only be used for official, authorized purposes; personal use is prohibited. Drivers who fail to adhere to Fleet vehicle policies and procedures may have their Fleet vehicle driving privileges suspended and are subject to disciplinary action up to and including termination.

Purpose

The use of vehicles is necessary to almost all programs and activities of the company. Given the number of vehicles in use and total miles driven, this activity represents a significant source of potential loss exposure. Accidents may result in losses arising from third party liability, property damage, workers' compensation injuries, and business interruption. This document establishes company policy for driving on official company business and defines the procedures in place to minimize the potential for accidents and losses.

Responsibilities

The Directors, Program Managers, and Fleet Coordinators, in conjunction with the Corporate Fleet Coordinator (CFC), are responsible for ensuring that only properly qualified and authorized individuals can drive vehicles in support of company programs and activities under their direction and control.

Program Managers, in addition to the above, are responsible for assigning responsibility for (a) Fleet safety and compliance with the provisions of this policy within their respective units, and (b) allocating appropriate resources for maintenance and repair of vehicles under their inventory control.

Drivers are responsible for operating vehicles on company business in a safe, courteous manner, and for complying with the Acceptable Conditions of Vehicle Use outlined in Section 2.0 of this document and the Fleet Vehicle Driver Handbook.

©Adjoin

The CFC is responsible for providing coordination and oversight for the company's fleet safety program, including the following:

- Maintaining the company fleet current with applicable state rules, regulations, and industry fleet practices;
- Providing or identifying driver training programs to meet the needs of the company;
- Maintaining of unauthorized company drivers;
- Coordinating Department of Motor Vehicle Record (DMVR) review of drivers;
- Coordinating insurance claims for losses involving company vehicles;
- Coordinating a vehicle accident review committee as needed and appropriate;
- Ensuring that annual inspections and appropriate repairs are made for all company vehicles; and
- Reviewing Fleet vehicle tracking sheets, mileage, and odometer counts, gas receipts and client and staff use to ensure appropriate and efficient use of all fleet vehicles.

Acceptable Conditions of Vehicle Use

Minimum Driver Qualifications

Any person authorized to drive any vehicle on company business must meet the following minimum qualifications:

- Drivers of company vehicles must be Adjoin employees;
- Drivers must be at least 18 years of age; and have successfully passed the 60-day orientation period.
- Employees must have a valid California Driver's License, of the classification appropriate to the type of vehicle being driven;
- Have successfully completed or have an up-to-date Defensive Driving Training in Relias

©Adjoin

- Employees must be authorized by the RD/Regional Manager/Program Manager to drive on behalf of others.
- Employees must sign the Department of Motor Vehicles Employee Pull Notice Waiver;

Driver Registration

Each company office is required to collect driver information from each employee that is approved by their Program Manager to drive on company business. As part of this registration process, drivers must complete the Fleet Driver Application & Agreement. Final Authorization is given by the Chief Operations Officer (COO) or their Designee.

Completed forms are to be submitted to the CFC, with a copy maintained at the office for each driver. Registered driver information will be used to monitor licensing status and to conduct periodic reviews of the driver's motor vehicle record.

Driver Responsibilities

Drivers must:

- Complete and sign the Department of Motor Vehicles Pull Notice Waiver.
- Always have a valid California driver's license in their possession.
- Use company vehicles for authorized official business only.
- Operate vehicles in a safe, controlled and courteous manner, in compliance with applicable traffic laws and company regulations.
- Not place a vehicle in motion unless all occupants are wearing seat belts and ensure their continued use throughout the trip.
- Not transport unauthorized passengers, cargo, or permit any unauthorized person to drive a company vehicle;
- Not drive under the influence of alcohol or drugs, including medications if they cause impairment.
- Complete a Fleet Vehicle Trip Sheet for each trip and submit them upon return.
- Inspect the vehicle prior to use for obvious concerns, report defects to the appropriate authority, and not operate a vehicle with deficiencies that make it unsafe to operate.

©Adjoin

- Immediately report all collisions to the appropriate law enforcement agency and to their supervisor.
- Immediately advise their supervisor of any change in driving status such as license suspension or revocation, or medical condition that interferes with driving; and
- Participate in required driver training.

Driver Training

All persons with driving as an assigned duty must complete an approved course in defensive driving prior to being authorized to drive on company business. Defensive driving instruction may be obtained through attendance at a classroom-based program, or completion of an online program. Documented completion of defensive driving instruction from other employers can be accepted for this requirement if approved by the CFC. Completion of a court approved training program for dismissal of a traffic citation also meets this training requirement.

Refresher training must be completed every year or more often if the driver's accident history and/or DMV status warrants more frequent training attendance. Refresher training must meet the criteria described above for defensive driving techniques.

Passengers

Only persons with an authorized purpose may be passengers in a company vehicle. Examples include employees in the course and scope of employment, employees participating in an official activity, and clients or participants in an official company program or activity.

Belt Use

- Use of belts is mandatory for the driver and all vehicle occupants anytime the vehicle is in motion. Drivers are expected to enforce this requirement and may not place a vehicle in motion unless all passengers are buckled.
- The number of passengers in any vehicle may not exceed the number of available belts.

©Adjoin

General Prohibitions

- Consumption of alcohol by drivers and passengers is prohibited in company vehicles. Purchased alcohol being transported for an approved company activity must remain closed during transportation and should be placed in the vehicle trunk if possible.
- Smoking is prohibited in all company vehicles.
- Transportation of hazardous materials in company vehicles is prohibited.
- No animals or pets of any type are to be transported.

Accident Reporting

For all accidents involving a company vehicle or associated with a business activity (regardless of vehicle ownership), the Program Manager will notify their Director and Fleet Coordinator. The Fleet Coordinator will pass the information along to the CFO and COO. For all accidents a Vehicle Accident Report form is to be completed. The following reporting requirements and timelines apply:

Property damage to company vehicle only (including windshield) or minor damage (< $1000): a police report is not required. Any damage estimated greater than $1000, or for loss associated with vandalism, or unauthorized possession of property, notify applicable police agency and request response and report. Complete a Vehicle Accident Report form and submit it to the CFC and Program Manager or Director within 24 hours of the event.

Property damage to third party vehicles or property, including commercial rentals and privately-owned vehicles (no injuries): All accidents that may give rise to a liability claim must be documented by a police report. Notify applicable police agency and request response and report. Notify the Program Manager and/or driver's supervisor as soon as possible by phone. Notify the CFC and Program Manager/Director/Director of Programs by phone or e-mail within 12 hours following the accident if not sooner.

Complete and submit a Vehicle Accident Report form and submit to the Corporate Fleet Coordinator and Program Manager/Director/Director of Programs within 24 hours of the event.

©Adjoin

For commercial rental vehicles, notify the rental agency as soon as possible in accordance with the rental contract. Refer rental agencies and third parties to the CFC for assistance with making a damage claim if appropriate.

Vehicle accidents with injuries requiring medical treatment: Call 9-1-1 for emergency police and medical assistance. Render aid within your capabilities. Contact the Program Manager/Director/Director of Programs and the CFC immediately if possible. After hours, contact the on-call phone and ask that the Program Manager/Director/Director of Programs be notified of the accident. Complete and submit a Vehicle Accident Report form and submit to the CFC and Program Manager/Director/Director of Programs within 24 hours of the event. For injuries to employees, complete and submit a Supervisor's Report of Employee Injury to Program Manager/Director/Director of Programs as soon as possible, but not more than seven days after the event

Company Vehicle Inspections and Maintenance

Primary responsibility for annual vehicle inspections and maintaining a central record of inspections is assigned to the Corporate Fleet Coordinator. Each Director of Programs / Director / Program Manager is responsible for ensuring that vehicles under their inventory control are properly inspected and maintained in accordance with company requirements. Fleet vehicles are to be inspected monthly by the Director of Programs / Director / Program Manager and/or their designee utilizing the Monthly Fleet Vehicle Inspection Checklist. The completed forms are to be sent to the CFC. Company offices that have leased vehicles are responsible for all costs of operation, including inspections, maintenance, repairs, and allocated insurance premiums.

Vehicle Insurance

Authorized drivers operating company vehicles within the course and scope of employment are insured for liability that may arise from their actions. There is no insurance coverage for unauthorized or personal use of company vehicles.

Drivers operating personal or other non-company owned vehicles on company business are insured for liability incurred on an excess basis under the company umbrella policy. Personal insurance or other available insurance coverage limits must be exhausted before the company coverage applies. The mileage reimbursement rate includes a cost factor for personal insurance, and the vehicle owner determines whether to insure their vehicle for property damage.

Therefore, there is no company coverage for physical damage to personal vehicles used on company business (including deductibles).

©Adjoin

Employees injured in auto accidents that occur within the course and scopes of employment are covered by workers' compensation insurance. The Director of Programs / Director / Program Manager and the CFC should be contacted for all injuries to document the incident and initiate the applicable claims process.

Company Vehicle Registration, Markings, Parking

Titles for all vehicles owned by Adjoin are held by the Chief Financial Officer (CFO) in the corporate office. Vehicles owned or leased by the company for more than six months must be marked with official decals.

Leased vehicles are to be parked in the designated parking locations as directed by the Director of Programs / Director / Program Manager.

Effective: July 16, 2008

Revised: January 1, 2025

©Adjoin

9.7 Company Leased Vehicles

In some cases, it is more cost efficient for Adjoin to have company owned and/or leased vehicles available for staff that continually travel long distances in the performance of his/her job duties.

Company leased/owned vehicles are to be used for authorized business only, are not for personal or private use and must be operated by the employees of Adjoin. At no time shall an Adjoin employee transport a non-Adjoin person in a company leased/owned vehicle without prior written approval from the Chief Executive Officer (CEO). Persons using Adjoin leased/owned vehicles must have a valid California Driver's License and a current DMV print out, per Adjoin policies on file, and are responsible for the safe and legal operation of the vehicle.

The Director of Programs / Director /Regional Manager/Program Manager or their designee shall determine which employees shall be assigned the use of a company leased/owned vehicle. Assignment of the vehicle is not for the specific use or benefit of any one employee, but for the improved operational efficiency and effectiveness of Adjoin.

Employees assigned the use of a company leased/owned vehicle must follow these procedures:

1.	Staff must note the date, the mileage, and signature on the Automobile Mileage Tracking Log located within the vehicle at least daily.
2.	Staff must fill the gas tank when fuel gauge indicates that the tank is below half empty. The individual using the vehicle at that time shall be responsible for refueling the vehicle.
3.	Smoking will not be permitted inside the vehicle at any time.
4.	A company gasoline card shall be located within the vehicle for use for that vehicle only. The gas card is to always remain with the vehicle in a secure location.
5.	Each employee is responsible for removing all trash or personal items from vehicle before returning vehicle.

©Adjoin

6.	Any company owned/leased vehicle assigned to an employee for a 24-hour period must be locked and parked in a secure location.
7.	Any accidents, damage or maintenance concerns need to be reported to the Director of Programs / Director/ Program Manager immediately.

The Director of Programs / Director / Program Manager or their designee will be responsible for reviewing and approving fleet gas card purchase summary report and providing signed summary report to accounting monthly.

The Director of Programs / Director / Program Manager or their designee will be responsible for assuring the vehicle receives maintenance checks per warranty agreement.

The Director of Programs / Director / Program Manager or their designee will be responsible for assuring the vehicle receives maintenance checks per warranty agreement.

Monthly the Director of Programs / Director / Program Manager or their designee will do a visual and safety-check of the vehicle using the Vehicle Inspection Checklist. This inspection is to ensure that the vehicle is being properly maintained as well as there is no evident damage. The check-off sheet(s) shall be initialed by the Director of Programs / Director / Program Manager or their designee and sent to the Corporate Office for review by CEO and/or their designee at least monthly.

Effective Date: January 1, 2001

Revised: January 1, 2025

©Adjoin

10 Personnel Policies

Adjoin is committed to recruiting, managing, developing, and retaining appropriate personnel to meet the needs of our clients and contribute to the accomplishment of our vision and mission.

Personnel guidelines have been developed and implemented. Adjoin shall provide for the personal and professional growth of all employees through in-service training, professional development opportunities, and an annual performance evaluation process.

Effective Date: July 1, 1996

Revised: January 18, 2010

©Adjoin

10.1 Personnel Files

It is the policy of Adjoin to maintain personnel records for applicants, employees, and past employees in order to document employment-related decisions, evaluate and assess policies, and comply with government recordkeeping and reporting requirements.

Adjoin maintains electronic personnel records for current and terminated employees.

The company tries to balance its need to obtain, use, and retain employment information with a concern for everyone's privacy. To this end, it attempts to maintain only the personnel information that is necessary for the conduct of its business or required by federal, state, or local law.

The Chief Executive Officer (CEO) is responsible for overseeing recordkeeping for all personnel information and will specify what information should be collected and how it should be stored and secured.

Employees have a responsibility to keep their personnel records up to date and should submit an electronic change request via UKG (Human Resources Information System) of any changes in at least the following:

- Name
- Address
- Telephone number
- Marital status (for benefits and tax withholding purposes only)
- Number of dependents
- Addresses and telephone numbers of dependents and spouse or former spouse (for insurance purposes only)
- Beneficiary designations for any of the company's insurance, disability and profit-sharing plans
- Persons to be notified in case of emergency

In addition, employees who have a change in the number of dependents or marital status must complete a new Form W-4 for income tax withholding purposes within ten days of the change, if it results in a decrease in the number of dependents. W-4's can be updated at any time in UKG.

©Adjoin

Employees may inspect a printed copy of their own personnel records and may request a copy, but not remove, documents in the file that they have signed. Inspections by employees must be requested in writing to the CEO and will be scheduled at a mutually convenient time. Records that are considered to contain sensitive or confidential corporate plans or information may be excluded from the inspection, and all inspections must be conducted in the presence of a designated member of the management team. A reasonable charge, not to exceed the actual cost to the company, may be required for any copies of records made by the employee.

Employees who believe that any file material is incomplete, inaccurate, or irrelevant may submit a written request for file revisions to the CEO. If the request is not granted, the employee may place a written statement of disagreement in the file and make a complaint using the regular grievance procedure.

Only supervisory and management employees who have an employment-related need-to-know for information about another employee may inspect the files of that employee.

Employees should refer all requests from outside the company for personnel information concerning applicants, employees, and past employees to the CEO and or designee(s). The CEO and or designee(s) normally will release personnel information only in writing and only after obtaining the written consent of the individual involved. Exceptions may be made to cooperate with legal, safety, and medical officials who need specific employee information. In addition, exceptions may be made to release limited general information, such as:

- Employment dates,
- Position held
- Location of job site

Effective Date: January 1, 2006

Revised: January 1, 2025

10.2 Workflow Approval Process

This policy has been developed to ensure that there are guidelines for the authorized approval process regarding changes being initiated and processed for Human Resources and Payroll purposes.

©Adjoin

The following changes will be made using a Workflow initiated in UKG(Human Resources Information System). Workflows will go through the approval of the authorized personnel as listed:

Termination	Approval Process: Direct Supervisor >/Program Manager/Regional Manager > Regional Director >COO>Director of Human Resources
Pay Rate/Salary Change	Approval Process: Direct Supervisor > Program Manager/Regional Manager > Regional Director >COO> Director of Human Resources
Transfer (Offices) Change	Approval Process: Direct Supervisor > Program Manager/Regional Manager > Regional Director > Director of Human Resources
Job/Title Change	Approval Process: Direct Supervisor > Program Manager/Regional Manager > Regional Director >COO> Director of Human Resources
Status Change: Employment Type (FT-PT, etc.)	Approval Process: Direct Supervisor > Program Manager/Regional Manager > Regional Director Director of Human Resources
Status Change: Leave of Absence	Approval Process: Direct Supervisor > Program Manager/Regional Manager > Regional Director > Director of Human Resources
Program Change	Approval Process: Direct Supervisor > Program Manager/Regional Manager > Regional Director

In case an authorized person is on vacation, on a leave of absence, or temporarily unavailable, forward to next individual in the approval chain or their direct supervisor.

Effective Date: January 18, 2010

Revised: January 1, 2025

©Adjoin

10.3 Job Descriptions

Job Descriptions will be reviewed at least annually and updated as needed by the Chief Executive Officer and/or their designee.

All job descriptions will contain requirements for skills, knowledge, ability, experience, specific duties, supervisory responsibilities, and physical expectations.

Staff employees, consultants, trainees/interns, and temporary employees are expected to reflect the appropriate levels of skills, knowledge, ability and experience of their position that are contained in the job description.

Effective Date: September 1, 1996

Revised: January 18, 2010

©Adjoin

10.4 Performance Evaluation

An effective employee—supervisor relationship means that coaching and feedback take place on an ongoing basis. We believe that formal performance evaluations are an essential piece of this ongoing conversation. Employee performance evaluations are effective tools to increase support and productivity. The employee will benefit, our clients will benefit, and the supervisor will benefit.

Standard Adjoin electronic evaluations on UKG are used for all performance evaluations to ensure that performance measurement is consistent and timely for all employees. Both the employee and supervisor are responsible for reviewing and correctly applying the evaluation rating scale, and ongoing training is provided to do this.

A performance evaluation will be conducted at the conclusion of an employee's orientation period (after 60 days) and annually thereafter. Performance reviews are completed annually in the employee's anniversary month. In addition, any time an employee changes positions, he/she will be evaluated within the first 60 days.

The Performance Evaluation Criteria and Components:

All Evaluations consist of the following components:

- A supervisor and employee evaluation allowing each to rate on the same criteria
- The setting and rating of the completion of SMART goals
- The opportunity for honest, productive, face to face dialogue between supervisors and their direct reports

Each evaluation, regardless of the type, will reflect the following performance criteria:

- Culture and Values
- Safety
- Collaboration and Teamwork
- Integrity
- Effective Communication

Depending on the position of the individual being evaluated, these criteria are further defined and expanded, and additional criteria added as applicable (for example, a supervisor would be evaluated on leadership skills).

Rating Scales:

©Adjoin

Scale	Label	Description
1.00	Unsuccessful/Unacceptable	Performance fails to meet minimum expectations for this role, and immediate and sustained improvement is mandatory.
2.00	Partially Successful/Needs Improvement	Performance does not consistently meet standards and occasionally falls below what is required of the position; improvement in specific areas in required.
3.00	N/A or Fully Successful/Effective Performance	Performance consistently meets the critical requirements of the position. The employee continually performs at a steady and expected level.
4.00	Superior/Highly Effective Performance	Performance is continually and consistently superior and regularly goes beyond what is expected. Performance consistently exceeds expectations.

Change in Compensation – Adjoin does not directly tie the performance evaluation process to a change in compensation, however, the annual salary review process (see Compensation, annual salary review) consists of reviewing performance as a factor in adjusting compensation.

Although Adjoin has formal timelines for evaluation, a supervisor may conduct a performance review at any time. The review may be a result of a significant change in duties and responsibilities or a need to correct and realign performance expectations.

Effective Date: September 1, 1992

Revised: January 1, 2025

10.5 Hiring & Employment

Because of the variety of prohibitions in both federal and state laws, certified persons designated to hire must take special care in the hiring process in the attempt to avoid discrimination complaints in the areas of recruitment, interviewing and hiring. The following must be observed during the hiring process for all individuals (including individuals receiving services from Adjoin) seeking employment:

©Adjoin

1.	If a person is to be considered for employment, they must first complete Adjoin's application. An applicant should receive a copy of the job description for the position for which they are applying.
2.	If the certified person designated to hire wishes to screen or interview applicants, they shall use the same applicant screening and interview questions for all applicants within the same hiring pool. The interviewer can ask questions that are related to the job and should be acquainted with the areas of which questions cannot be asked or which are sensitive in nature. It is required that the interviewer prepare a list of questions that cover the interview items and are specific and appropriate to the specific position. The interview questions document must be followed consistently for all applicants within the same hiring pool.
3.	A check of references/education shall be conducted on applicants who are being considered for hire. A signed release for information is to be completed by the applicant (located at the end of the application). The background check consists of a thorough check of references.
4.	Once the check of references is complete, per the state law, the certified person must provide said information to the individual within 3 days, unless waived. This can either be done verbally or in written form via mail.
5.	The appropriate supervisor may make a conditional offer of employment based upon the information from the application, interviews, and references. In some cases, to expedite the hiring process, references may be completed after the conditional job offer has been made, but always prior to the start of employment.
6.	All completed applications, applicant screening, interview documents, and references must be uploaded to the applicant tracking system in UKG(whether the applicant is hired or not).
7.	After the conditional offer of employment and before the beginning of the applicant's duties, the applicant is directed to an Adjoin approved drug testing laboratories and Department of Justice Live Scan locations. The

©Adjoin

	"Consent for Release of Personal/Confidential Information" and the "Consent for Drug/Alcohol Testing" forms are to be completed by the Human Resources and signed by the applicant before the testing and screening.
8.	All necessary documents required for employment must be submitted prior to employment start.
9.	Human Resources will review all documents, including screening results and determine if candidate is cleared for employment. No candidate should commence employment without this clearance.
10.	If screening results in an adverse decision to not hire, all applicable laws, notifications, and processes will be completed by Human Resources to ensure a fair and legally compliant decision has been reached.
11.	The new employee is to complete all "New Hire Documents" on the first day of employment.
12.	Orientation training should begin the first day of employment and the training should be documented by the employee's signature on all necessary documents to indicate understanding and completion.

Effective Date: January 1, 2003

Revised: January 1, 2025

©Adjoin

10.6 Requirements for a Conditional Offer of Employment and Pre-Screening Clearance for Employment

All individuals seeking employment must pass the company requirements for a conditional offer of employment *and* obtain clearance for employment after completion of the pre-employment screening process. Only the CEO, COO, and Human Resources have authorization to provide the clearance for employment.

A manager may make a **conditional offer of employment** to an individual if certain conditions are met. These conditions include:

1. Candidates successful completion of employment application and review by designated hiring manager.
2. Candidates submission of resume, if applicable and review by designated hiring manager.
3. Candidates satisfactory participation in interview(s), as documented and reviewed by hiring manager(s).

After the conditional offer of employment and before the beginning of the applicant's duties, the applicant must successfully pass the pre-employment screening process *and* receive clearance for employment. The **pre-employment screening process** includes:

1. Live Scan Finger Printing – Criminal History Check from the Department of Justice and/or search of databases for past abusive and/or criminal activities.

   All convictions other than minor traffic violations, including misdemeanors, felonies, and previous convictions will be reviewed by the Director, Human Resources for an individualized assessment. The individualized assessment will consider the nature and gravity of the offense, the time that has passed since the offense, job relatedness, mitigating circumstances or rehabilitation evidence. *If* screening results in an adverse decision to not hire, all applicable laws, notifications, and processes will be completed by Human Resources to ensure a fair and legally compliant decision has been reached.
2. A urine screening for indications of illicit drug use or substance abuse that result in a negative test.
3. Satisfactory references for employment.

©Adjoin

2 references (1 professional and 1 personal reference) are required of Direct Support Professionals. All other positions require 3 references (2 professional and 1 personal reference).

Every effort should be made to obtain a professional reference from the candidate's previous supervisor(s), however where this is not possible, candidate may provide alternative professional references.

4. If required for the position. possession of a valid California Driver's License or exemption authorized by CEO or their designee.
5. A satisfactory driving record as shown by a California Department of Motor Vehicle Information Report free from DUI convictions or major violations for the previous 3 years and free from felony convictions or exemption authorized by CEO or their designee.
6. Proof of valid California motor vehicle insurance, meeting minimum state requirements for liability, for those employees required using a vehicle for company business.
7. Proof of verification of graduation, transcript certification, or credentials by primary source if required for position.
8. CPR/First Aid Certification and/or other training certifications as determined by the position and circumstances.

Conditions of employment for an individual may be waived by written exception by the CEO or his designee in such cases where the American with Disabilities Act (ADA) covers the individual applicant and such reasonable accommodations are applicable.

It is the manager's responsibility to verify all conditions have been met prior to extending a conditional offer of employment to the individual. It is also the manager's responsibility to obtain a clearance for employment from Human Resources, COO, or CEO prior to commencing employment. Failure to do so, falsification or misrepresentation in any manner will dictate disciplinary action, up to, and including termination.

Effective Date: January 1, 2003

Revised: January 1, 2026

©Adjoin

10.7 Hours of Work

It is the policy of Adjoin to establish the time and duration of working hours as required by workload and production flow, client service needs, the efficient management of human resources, and any applicable law.

The normal work week is from 00:01 (midnight + 1) Sunday through the following Saturday at 24:00 and consists of forty work hours. The normal workday will consist of eight hours of work with an unpaid meal period. Rest or coffee breaks are considered as time worked.

The schedule of hours for employees will be determined by the Program Manager / Regional Manager / Case Manger designee. The department head will inform employees of their daily schedule of hours of work, including meal periods and rest or coffee breaks, and of any changes that are considered necessary or desirable by the company.

Managers may schedule overtime or extra shifts. Supervisors will assign overtime to Non-Exempt employees (those employees who are subject to the minimum wage and overtime provisions of the Fair Labor Standards Act) as needed. Employees are not permitted to work overtime without the prior approval of their supervisor or manager. For the purposes of overtime compensation, it will be calculated in accordance with state and federal laws. In calculating eligibility for overtime compensation, only hours worked will be included. Exempt employees are not eligible for hourly overtime pay.

Employee attendance at lectures, meetings, and training programs will be considered hours of work, and therefore will be compensated time, if attendance is requested by management.

All Non-Exempt employees are required to log all time – work, paid time off (PTO), etc. – into their electronic timesheet daily. Exempt employees are required to log all billable time (for billing purposes only) and paid non-work time (PTO, etc.) into their electronic timesheet. All employees are required to log supplemental earnings (mileage reimbursement, on-call,

©Adjoin

etc.) into their electronic timesheet. The following points should be considered in filling out time records:

1. Non-exempt employees are not permitted to sign in or begin work before their normal starting time or to sign out or stop work after their normal quitting time without the prior approval of their supervisor;
2. Employees are required to log time accurately and contemporaneously (not at the end of the pay period);
3. Employees are required to take scheduled lunch or meal breaks as required by law;
4. Supervisors/Managers are expected to review and approve all staff electronic timesheets on a weekly basis and per the payroll calendar deadlines. Authorized overtime and supplemental earnings should also be identified and approved by the supervisor/manager;
5. Unapproved absences should not be considered as hours worked for pay purposes. Supervisors should inform employees if they will not be paid for certain hours of absence; and
6. Filling out another employee's time record or falsifying any time record is prohibited and will result in corrective action, up to and including termination.

Although exempt employees will not receive overtime compensation, they may be eligible for compensatory time-off after working abnormally long hours.

Effective Date: January 1, 2006

Revised: January 1, 2023

©Adjoin

10.8 Attendance & Punctuality

It is the policy of Adjoin to require employees to report for work punctually and to work all scheduled hours and any required overtime. Excessive tardiness and poor attendance disrupt workflow and client service and will not be tolerated.

Supervisors should notify team members of their expected starting, ending, and break times. Team Members are expected to be engaged in carrying out their duties during all scheduled work time and should be ready to begin working at their scheduled starting time. Supervisors should record all absences and, for Non-Exempt employees (those subject to the minimum wage and overtime requirements of the Fair Labor Standards Act), any tardiness or early departure.

Team Members should notify their supervisor, as far in advance as possible whenever they are unable to report for work, know they will be late, or must leave early. The notice should include a reason for the absence and an indication of when the team member can be expected to report for work. If the supervisor is unavailable, notification should be made to the appropriate on-call staff or other supervisory staff in the office.

Non-Exempt (hourly) employees will not receive compensation for time missed because of tardiness or early departure. Failure to notify Adjoin properly of any unexcused absence may result in loss of compensation during the absence and may be grounds for disciplinary action, up to and including termination.

Non-Exempt (hourly) employees who are delayed in reporting for work more than 30 minutes and who have not notified their supervisor of their expected tardiness may lose their right to work the balance of the workday. In addition, employees who report for work without proper equipment or in improper attire may not be permitted to work. Team Members who report for work in a condition considered not fit for work, whether for illness or any other reason, will not be allowed to work.

Team Members generally are expected to report for work during inclement weather conditions and/or natural disasters such as fires, earthquakes, and floods if Adjoin does not declare an emergency closing. Non-Exempt (hourly) employees who are unable to report because of weather conditions and/or natural disasters will be granted an authorized unpaid absence. Non-Exempt (hourly) employees who are late because of weather conditions and/or natural disasters will be given a chance to make up their missed time if work schedules and conditions permit.

Adjoin will work with non-exempt (hourly) employees who wish to make up time lost due to tardiness, unexcused absence, excused absence or any other reason. However, under no

©Adjoin

circumstances will Adjoin permit an employee to make up time if it causes the employee to work more than 8 hours in a day or 40 hours in a workweek.

Team Members must report to their supervisor after being late or absent, explain the circumstances surrounding their tardiness or absence. The supervisor should record the information in the team member's file. When appropriate, the supervisor should counsel the team members on the importance of good attendance and warn that excessive unexcused tardiness or unexcused absences will lead to discipline, up to and including termination.

Team Members must obtain permission from their supervisor in order to leave Adjoin premises or other work sites during working hours except for authorized reasons such as off duty meal and rest breaks. In addition, team members who are frequently away from the premises for business reasons should inform their supervisors of their whereabouts during working hours.

Excessive unexcused absences or unexcused tardiness will result in disciplinary action, up to and including termination. An absence is unexcused if the team member has not followed proper notification procedures or the absence has not been properly approved or otherwise excused. Excessive unexcused attendance issues that negatively affect client services and operations are grounds for corrective action. The following are examples of types of time off that will not be considered grounds for disciplinary action under this policy:

- Time off that was previously approved, including PTO;
- Paid sick and safe time provided under a mandatory sick and safe time leave law;
- Approved state and federal leaves of absence, including but not limited to jury duty leave, military leave, leave protected under the Family and Medical Leave Act or similar state laws, and time off or leave specifically approved by the Company as an accommodation under the Americans with Disabilities Act or similar state laws; and/or
- Time off due to a work-related injury that is covered by workers' compensation.

Each situation of absenteeism, tardiness or early departure will be evaluated on a case-by-case basis. Even one unexcused absence or tardiness may be considered excessive, depending upon the circumstances. However, Adjoin will not subject team members to disciplinary action or retaliation for an absence, tardiness or early departure for which discipline may not be imposed under applicable law. If the team member believes that an absence, tardiness or early departure is (or should be) excused pursuant to applicable law, the team member should notify their manager of this fact as soon as possible, but

©Adjoin

no later than at the time of the absence, tardiness or early departure. (For the required timing of a team member's notice of the need for a foreseeable leave of absence, see the applicable leave policy). If a team member believes they have been mistakenly subject to disciplinary action for an absence, tardiness or early departure that the employee believes is or should be excused/approved, the team member should promptly discuss the matter with their manager or Human Resources. Adjoin will investigate the situation and any errors will be corrected. Team Members who fail to report for work without any notification to their supervisor and whose absence continues for a period of three days (No Call / No Show) will be considered to have abandoned and voluntarily terminated their employment, absent extraordinary circumstances.

Team Members who are absent from work for three consecutive days without giving proper notice to Adjoin will be considered as having voluntarily quit. At that time, Adjoin will formally note the termination and advise the team member of the action by certified mail to the team member's last known address.

Effective Date: January 1, 2008

Revised: January 19, 2021

©Adjoin

10.9 Remote Work

Adjoin recognizes that remote work has many benefits for our team members and for productivity. We also want to acknowledge that remote work requires trust, communication, teamwork, as well as clear expectations on everyone's part as well as an understanding that the nature of the work we do requires a critical in-person element, and a commitment to meeting people where they are. As many team members have requested more remote work opportunities, we want to allow that opportunity while ensuring that these essential requirements are met.

At the discretion of their Director, remote work may be approved on a case by cases basis for team members who are able to complete their duties while still maintaining necessary in-person collaboration and ensuring operational and client needs are satisfied.

Eligibility:

- Team members are eligible to work from home if their role is determined to be remote work eligible by their Director.
- Team members will be eligible for remote work after their first 60 days AND they have received a 'meets expectations' score on their initial evaluation. Team members who receive a 'needs improvement' score will need to satisfy performance improvement requirements as determined by their supervisor before they will be eligible for remote work.
- Team members are eligible to work from home as long as they are meeting performance expectations, following all remote work protocol as outlined, AND business need supports remote work as a viable option.

Requirements of team members working remotely:

- Team members will undertake remote work with the understanding that they will still be required to attend in-person meetings or meet with clients during their remote workday, if necessary, in the fulfillment of their work responsibilities.
- Team members may be required to complete documentation regarding their remote work activities as requested by their supervisor and/or Director as a condition for approving remote work.
- Team Members must keep their calendars up to date at all times.
- Team members will be required to be accessible during their working hours by phone and email and are required to check in with their supervisor at least once during the workday.

©Adjoin

- The nature of the work that Adjoin does means that circumstances are ever-changing. Team members will be required to report to the office or meet with a client in a timely manner should their job duties require their in-person presence. This means that the remote work location should enable the team member to meet this requirement.
- Team members will be required to consistently meet performance expectations while working remotely.
- Team members will maintain a remote work location that allows for the ability to:
    - Safety and effectively complete their job duties (including reliable internet access)
    - Maintain necessary confidentiality
    - Attend virtual meetings and make phone calls without disruptive background noise
- Nonexempt team members will ensure that all breaks and meal periods are taken as well as record all hours worked and meal periods taken in accordance with regular timekeeping practices and policies.
- Nonexempt team members will obtain supervisor approval prior to working unscheduled overtime hours.
- The team member will comply with all Adjoin rules, policies, practices and instructions that would apply if they were working at the employer's work location.
- The team member will make arrangements for regular dependent care and understands that remote work is not a substitute for dependent care.
- The team member agrees that Adjoin equipment will not be used by anyone other than the team member and only for business-related work. The team member will not make any changes to security or administrative settings on Adjoin equipment. The team member understands that all tools and resources provided by the company shall remain the property of the company at all times.
- The team member agrees to protect company tools and resources from theft or damage and to report theft or damage to his or her manager immediately.
- The team member agrees to comply with Adjoin policies and expectations regarding information security. The employee will be expected to ensure the protection of proprietary company and client information accessible from their home offices

Adjoin Responsibilities:

- Adjoin will supply the team member with appropriate office supplies (pens, paper, etc.) as deemed necessary. Adjoin will also reimburse the team member for business-related expenses, as per our expense reimbursement policy, 12.10.

©Adjoin

- Adjoin will ensure each team member has appropriate work equipment to complete tasks remotely such as messaging and remote meeting technology.
- The team member will establish an appropriate work environment within their home for work purposes. Adjoin will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space.

Remote Work Limitations:

- Team member who are ill should not use a remote work day in lieu of a sick day.
- Remote work eligibility may be suspended if the team member violates any of the conditions above or is unable to meet performance standards through remote work.
- Remote work accommodations may be made as an ADA accommodation if needed by following the interactive process but will not be arbitrarily approved in individual circumstances.
- Remote work due to pandemic conditions and exposures will be separate from regular remote work agreements and approved by each Director as appropriate for conditions.
- If the duties of a team member's role are unable to be fulfilled through remote work, the team member may not be eligible to work remotely for either all or some of the time.

The remote work protocol is subject to business need and therefore subject to change. Remote work is not an entitlement, it is not a companywide benefit, and it in no way changes the terms and conditions of employment with Adjoin.

Effective Date: January 1, 2023

Revised Date: January 2025

©Adjoin

10.10 Outside Employment

It is the policy of Adjoin to allow its team members to engage in outside work or hold other jobs, subject to certain restrictions as outlined below.

The company requires that team members' activities and conduct away from the job must not compete or conflict with or compromise its interests, or adversely affect job performance and the ability to fulfill all responsibilities to Adjoin. This requirement, for example, prohibits team members from performing any services for customers on nonworking time that are normally performed by Adjoin personnel. This prohibition also extends to the unauthorized use of any company tools or equipment and the unauthorized use or application of any confidential trade information or techniques. In addition, team members should not solicit or conduct any outside business during paid working time.

All employees, including part-time employees, must report their intent to obtain outside employment to the Chief Executive Officer (CEO) and/or their designee before undertaking any outside employment or other work activity. Officers and certain designated managers, professionals, and technical experts are expected to devote all their working energies to the performance of their duties at Adjoin and, therefore, may not be eligible to accept paid outside positions.

Team Members are cautioned to carefully consider the demands that additional work activity will create before requesting permission to seek or accept outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. If outside work activity causes or contributes to job-related problems, it must be discontinued; and, if necessary, normal disciplinary procedures will be followed to deal with the specific problems.

The team member's duty to report their intent to accept outside employment, including self-employment, should be submitted in writing to the employee's Director of Programs / Director/Regional Manager and/or Program Manager. The report should include any pertinent information about the outside employer, the nature of the job, the hours of employment, and potential conflicts with the primary job. (There is a form available to assist the employee in this process). The Director should then make the final decision about whether a conflict of interest exists.

©Adjoin

In evaluating requests for outside work, the team member's Director will consider whether the proposed employment:

- May reduce the team member's efficiency in working for the company;
- Involves working for an organization that is a competitor of the company or that does a significant amount of business with the company, such as major contractors, suppliers, and customers; or
- May adversely affect the company's image.

Team Members who have accepted outside employment may not use paid time off time (PTO) or personal absence time to work on the outside job. Fraudulent use of PTO or personal absences will result in disciplinary action.

Guidelines for Adjoin Employees also working for IHSS

Adjoin recognizes that the scenario in which an Adjoin team member also working for IHSS for an Adjoin client can be complicated and every effort should be taken to avoid confusion, conflicts of interest and safety concerns.

The common goal shared by an IHSS Provider and an Adjoin employee is to support the client(s) in achieving their daily goals in a safe and positive environment. Our shared objective is to ensure the client is respected and receives quality services. With this overarching goal in mind, consistent communication and collaboration are expected by all parties in supporting mutual clients.

However, as an IHSS Provider ***and*** an Adjoin team member with a mutual client, it is important that the distinct roles are separate, clear, and understood by all involved parties.

As a case manager overseeing the client's home, it is important to understand how to manage, recognize and avoid potential issues.

- Situations in which a Adjoin team member also works as an IHSS provider for one of our clients should be considered on a case by case basis and requires review and acknowledgement by the regional director.
- Employment through IHSS should be the decision of the team member and in no way influenced by Adjoin representatives.

Every effort should be made to ensure that these two employment relationships are kept separate.

©Adjoin

If a team member wants to work as an IHSS worker for an Adjoin client, please follow the following steps:

- Discuss this scenario with the director to ensure there are no conflicts of interest. Conflicts of interest could include reduced availability for Adjoin, inability to complete work duties of both, or inability to maintain separation of two employment relationships.
- Schedule a meeting with the employee to discuss the Notification of Outside Employment with IHSS, ensure they understand the requirements, and have them sign the form. Once you have had the employee sign the form, have the regional director acknowledge that they are aware and upload to their Form 15 in Paycom under ***Notification of Outside Employment***.

Guidelines for ensuring the separation:

- Issues arising during IHSS hours should be addressed the way they would be handled should a non- Adjoin employee working with IHSS be handled. For example, an issue arising on an IHSS shift should not be handled with a Adjoin written warning or progressive discipline. In circumstances in which these are difficult to separate or they overlap, consult with HR.
- Adjoin employees who are also IHSS workers should receive separate schedules with their Adjoin hours and IHSS hours.
- Because Adjoin has knowledge of both Adjoin hours and IHSS hours, we are also responsible for recognizing and acting to correct safety concerns such as working excessive hours. Adjoin employees also working IHSS hours must not be scheduled for back to back shifts that will create a safety hazard for the client by restricting the employee from receiving adequate rest.
- Great care must be taken to ensure that there is no double-billing or fraudulent activity occurring. Suspicion of fraud or double-billing should be immediately reported and investigated by appropriate parties.
-

Effective Date: January 1, 2006

Revised: January 1, 2023

©Adjoin

10.11 Orientation & Training

Adjoin will provide orientation programs for new employees and to conduct or support training programs that it determines to be appropriate.

9. The Chief Executive Officer (CEO) or their designee is responsible for the overall development and coordination of the orientation program the portions that cover corporate history, philosophy, policies, benefits, and new team member files and documentation. Each supervisor is responsible for orientation as it applies to introducing the new team member to the specific job and department and may select a coworker to serve as a sponsor to facilitate the new team member's transition.

- Adjoin provides some of its training through a learning management system. Team Members are required to successfully complete these trainings within the established deadlines in order to continue in their employment with the company. Trainings are assigned by position and job duties. Supervisors are responsible for monitoring completion of the trainings by team members.
- ***All new employees are required to complete applicable safety and program trainings on the training website before working unsupervised with a client.***
    a. All supervisory employees will complete the required Sexual Harassment Training for Supervisors and Sexual Harassment Training for California Supervisors within 45-days of hire—as required by law. They will maintain certification by completing these trainings at regular intervals in accordance with California law.
- Supervisors are responsible for recommending team members for special training programs, for providing on-the-job training, and for arranging outside trainers. In addition, the company, to the extent feasible, will maintain a library of self-instructional programs and materials for team member use. Training will normally be conducted during regular working hours.
- Supervisors may approve team member participation in continuing education and training programs when that instruction is regarded as beneficial or considered necessary for satisfactory job performance. In some cases, team members may be required to enroll in and complete the programs satisfactorily.
- The COO must approve and coordinate, upon recommendation of the appropriate Director of Programs / Director / Regional Manager / Program Manager / supervisor, team member participation in external and in-house programs dealing with

©Adjoin

supervisory, professional, or management development; cost reduction; quality improvement; and compliance with government regulations.

- The company may consider the feasibility of sponsoring or conducting special programs for groups of team members when continuing education and in-service programs are required for licensing or for recertification of a license. Under those circumstances, it will apply for approval by the licensing authority and will attempt to comply with all requirements established by that authority. However, it may at its discretion cancel, modify, or withdraw from any certification or program.
- The company will provide special training programs explaining its antidiscrimination and harassment policies and for safety and health matters, when considered necessary or as required by government regulation.

10. Company-sponsored or conducted orientation and training programs may be reviewed periodically to evaluate the quality of the instruction, the content, and the results. The CEO and/or their designee will administer the evaluation, which may involve the testing of participants.

- Team Members may receive certificates of completion for successfully finishing company-approved or -sponsored training and educational programs. The records of all training programs completed by each employee will be held in the team member's personnel file.

Effective Date: January 1, 2006

Revised: January 19, 2021

©Adjoin

10.12 Orientation Period

It is the policy of Adjoin that all new team members and all present team members transferred or promoted to a new job position will be carefully monitored and evaluated in an orientation period.

After satisfactory completion of the orientation period, those team members will be evaluated as provided for in the Performance Evaluations policy.

At all times, including after successful completion of the orientation period, employment with the company is "at-will," and the employment relationship may be terminated at any time for any lawful reason by either party.

New Employees

The employee Orientation Period for new employees hired is 60-days. (The orientation period will be extended by the number of workdays missed because of an excused leave of absence.)

Supervisors will carefully observe the performance of each new employee. Where appropriate, weaknesses in performance, behavior, or development are brought to the employee's attention for correction. Employees may continue in their new positions if they successfully complete their initial Orientation Period and receive their supervisor's endorsement to continue in the job. Failure to successfully complete the Orientation Period may result in an immediate termination of employment.

Employees who do not receive a satisfactory evaluation and endorsement may be given additional time in 30-day increments to demonstrate their ability to do the job, if the supervisor feels additional time is warranted in order to achieve acceptable job performance. *Please note*: An extended orientation period does not affect benefits eligibility date. The Orientation Period may be extended only with the approval of the Chief Executive Officer (CEO) or their designee.

Supervisors will prepare a performance evaluation of the employee's job performance by the end of the first 60-days on the new job in UKG. Any rating other than "Meets Requirements" must be followed up with a plan of action for improvement or a recommendation for separation of employment.

©Adjoin

Supervisors may recommend the termination of a newly hired employee at any time. A recommendation for termination will be discussed with the Director of Programs / Director / Regional Manager / Program Manager and include an evaluation and a list of actions taken to assist the employee. Action to terminate should have the prior approval of the Chief Operations Officer / Director of Programs / Director / Regional Manager / Program Manager and/or Human Resources.

Newly hired employees generally are not eligible for any employee benefits until they have achieved Benefit Eligible status.

Existing Regular Employees

Employees being transferred, promoted, demoted, disciplined, or otherwise deemed to have experienced a significant change in job duties or performance may be placed in an Orientation Period at the discretion of the organization.

Employees transitioning from part-time to full-time status will be benefits eligible after 60 continuous days of full-time employment.

An employee's health benefit's waiting period cannot exceed 60 days for full-time employees. Benefits are effective on the first month following a 30-day waiting period.

Supervisors will carefully observe the performance of each Orientation Period employee. Where appropriate, weaknesses in performance, behavior, or development are brought to the employee's attention for correction. Employees may continue in their new positions if they successfully complete their Orientation Period and receive their supervisor's endorsement to continue in the job. Failure to successfully complete the Orientation Period may result in an immediate termination of employment.

Employees who do not receive a satisfactory evaluation and endorsement may be given additional time in 30-day increments to demonstrate their ability to do the job, if the supervisor feels additional time is warranted in order to achieve acceptable job performance. The Orientation Period may be extended only with approval of the CEO or their designee.

Supervisors will prepare a written evaluation of the employee's job performance at the end of the Orientation Period. The evaluation should include a recommendation as to whether the employee should continue in the position.

©Adjoin

At the discretion of management, employees who are unable to perform satisfactorily in their new jobs may be returned to their original jobs, if a vacancy exists, or may be terminated.

Transferred or promoted employees, although evaluated according to this policy, retain benefit eligibility if their full-time status, work hours, and schedule comply with benefit eligibility.

Effective Date: January 1, 2006

Revised: January 1, 2024

©Adjoin

10.13 Use of Applicant Criminal Offender Record Information

This policy has been developed to meet the requirements of the State of California, Department of Justice, Division of California Justice Information Services, for agency that receives Criminal Offender Record Information (CORI).

For all employees/volunteers: To ensure the suitability of individuals accessing confidential criminal history records, anyone with access to CORI shall be fingerprinted and processed through the California Department of Justice.

The overall responsibility for the administration of this rests with the agency head or person in charge.

Record Security	Any questions regarding the release, security and privacy of Criminal Offender Record Information (CORI) are to be resolved by the agency head or person in charge.
Record Destruction	It is recommended that the state summary of CORI obtained for employment, licensing or certification purposes be destroyed once a decision is made to employ, license or certify the subject of the record. Retention beyond this time should be based on business need or statute.
Record Dissemination	CORI shall be used only for the purpose for which it was requested.
Record Storage	CORI shall be securely maintained and accessible only to the agency head or his/her designee who are committed to protect CORI from unauthorized access, use, or disclosure.
Record Reproduction	CORI shall not be reproduced for secondary dissemination.

©Adjoin

Training	The agency head shall: ▪ Understand and enforce this policy.: ▪ Be fingerprinted and have a criminal history clearance. ▪ Have on file a signed copy of the attached Employee Statement Form (which is itself a part of this policy), which acknowledges an understanding of law prohibiting misuse of CORI.
Penalties	Misuse of CORI is a criminal offense. Misuse of CORI may result in criminal or civil prosecution and/or administrative action up to and including loss of access to information maintained by the Department of Justice.

Effective Date: January 3, 2005

Revised: January 18, 2010

©Adjoin

10.14 Custodian of Records Duties

The information provided by the Department of Justice (DOJ) to this agency is confidential and shall not be disseminated to any other person or agency not authorized by law (Penal Code Section 11142). A violation of this section is a misdemeanor.

- All Personnel Individuals with access to Criminal Offender Record Information (CORI) will have a fingerprint background clearance record check completed through the DOJ as required by the California Code of Regulations Section 703(d) prior to the submission of fingerprints for employment, licensing, certification or volunteer purposes.

- All Personnel Individuals with access to CORI will have a signed "Employment Statement Form" on file acknowledging an understanding of laws prohibiting its misuse.

- All Personnel Individuals with access to CORI will be trained in the secure handling, storage, dissemination, and destruction of CORI.

- Adjoin will have a written policy for securing access, storage, dissemination, and destruction of criminal record information. This policy will include the steps to be taken to prevent unauthorized access to CORI maintained in our agency files.

- The Department of Justice may conduct audits of the authorized persons or agencies using CORI to ensure compliance with state laws and regulations. (Section 702(c) California Code of Regulations)

- The information provided by the Department of Justice will be maintained in a secured area/locked cabinet separate from the employees personnel file and be used only for the purpose for which it was acquired.

©Adjoin

- Adjoin will notify the Department of Justice regarding any change of agency name, address, telephone number, fax number, Custodian of Records, and contact person.

- The “No Longer Interested Notification Form” will be sent to DOJ, when applicable.

- Adjoin will send an updated Live Scan Subscriber Agreement form to DOJ signed by our new agency official, when applicable.

Effective Date: January 1, 2005

Revised: January 18, 2010

©Adjoin

10.15 Drug & Alcohol Use

I. Policy Objectives

Adjoin is committed to protecting the safety, health, and well-being of our team members, our customers, and all people who encounter our team members and/or who use our services. Adjoin recognizes that persons who use, possess, transfer, sell, distribute, or manufacture illegal drugs pose a direct and significant threat to this goal, and to the goal of a productive and efficient working environment. Adjoin believes that the illicit use of drugs and the abuse of alcohol therefore have no place in the workplace.

Adjoin is committed to ensuring a substance abuse-free working environment for all our team members through implementation and enforcement of this Drug and Alcohol Policy. Questions about the Policy should be directed to the Human Resources Department.

All clarifications, exemptions, or other exceptions to these and other policies are at the will of the company and require prior written approval by the CEO.

II. Scope

This policy applies to all team members, including temporary team members and independent contractors, without exception. Job applicants are required to take and pass a drug and alcohol test following a conditional offer of employment and before commencing work.

III. Prohibited Activity

Adjoin prohibits the presence at the workplace and exercise of duties by team members who are impaired or intoxicated. Adjoin also prohibits the possession by team members at the workplace or while in the exercise of duties of all illegal drugs or alcohol.

©Adjoin

1. Drugs

Adjoin strictly prohibits the use, sale, attempted sale, conveyance, distribution, manufacture, purchase, attempted purchase, possession, cultivation, and/or transfer of illicit and illegal drugs or other unlawful intoxicants at any time, and in any amount or any manner, regardless of occasion. "Illegal drugs" means all drugs for which the use or possession is regulated or prohibited by federal, state, or local law, and includes prescription medications for which the individual does not have a valid prescription, or which is used in a manner inconsistent with the prescription.

Adjoin recognizes that many team members use prescription and over-the-counter medicines. This policy does not prohibit team members from the lawful use and possession of prescribed or over-the-counter medications. However, a team member who is impaired or otherwise unable to perform his or her duties, including the operation of a vehicle, is subject to disciplinary actions up to and including termination.

A team member taking medication(s) should consult with a health care professional or review dosing directions for information about the medication's effect on the team member's ability to work safely, and promptly disclose any work restrictions to a supervisor. Medicines brought to the workplace must be carried in their original containers. Adjoin may require that a team member furnish proof of valid prescription for any medications used or in the possession of a team member.

(A more detailed explanation of Adjoin's Policies & Procedures regarding the clients' use of drugs and alcohol are available.)

2. Marijuana

Adjoin strictly prohibits the use of marijuana while working or while operating any vehicle on the behalf of the company. Team members also are prohibited from working or coming onto company premises with marijuana, its derivatives, or active ingredients in their systems. Moreover, the use or abuse of marijuana off the job that affects performance on the job may subject the team member to disciplinary action up to and including termination.

3. Alcohol

Adjoin strictly prohibits the use of alcohol while working or while operating any vehicle on the behalf of the company. Team members also are prohibited from working or coming onto Company premises with alcohol in their systems. Moreover, the use or abuse of alcohol

©Adjoin

off the job that affects performance on the job may subject the team members to disciplinary action up to and including termination.

4. Drug Paraphernalia[1][2]

Adjoin prohibits the possession and bringing onto its premises, vehicles, possessions, and worksites drug paraphernalia. The possession of or actions that bring drug paraphernalia onto its premises, vehicles, possessions, and worksites are also strictly prohibited. Disciplinary actions up to and including termination may be taken.

IV. Discipline

Compliance with this policy is a condition of employment. Individuals in violation of this Policy will be subject to adverse employment action, up to and including termination.

Adjoin has a "zero-tolerance" policy. The presence of any amount of illicit drugs, alcohol, and other intoxicating and debilitating substances may be reason for disciplinary action, up to and including termination.

Being at the workplace, performing work tasks, operating a vehicle on behalf of Adjoin while acting in an impaired manner or under the influence of intoxicants may be reason for disciplinary action, up to, and including termination.

A test showing the presence of alcohol or illegal and illicit drugs in an individual's system is considered proof that the individual has violated this Policy and will result in disciplinary action, up to and including termination.

Job applicants or team members in probationary status in violation of this policy will not be considered for employment or continuation of employment.

---

[1] All equipment, products, and materials of any kind which are intended for use or designed for use, in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance.

[2] As defined by **U.S. Code** › Title 21 › Chapter 13 › Subchapter I › Part D › § 863

©Adjoin

V. Compliance with the Drug-Free Workplace Act

Adjoin team members must, as a condition of employment, immediately report any arrest or conviction under a criminal drug statute.

Disciplinary actions up to and including termination may be taken. A team member who is not terminated may be required to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program, as described below.

VI. Counseling and Rehabilitation

Team Members who voluntarily seek help for substance abuse (self-referral) may be provided an opportunity to pursue counseling and rehabilitation. Adjoin may make available to these team members information about counseling and rehabilitation services. A team member who is receiving counseling and/or rehabilitation treatment may utilize available vacation, sick leave, or, if eligible, family and medical leave. Employee health insurance may cover the costs of such services.

A team member who voluntarily seeks help (e.g., before the team member is asked to submit to a drug test or is discovered to have otherwise violated this Policy) may be subject to appropriate administrative actions that are in the best interests of the clients and the organization. The individual may be transferred, given work restrictions, or placed on leave, as appropriate. A team member's decision to seek help will be treated as confidential and communicated to other Company team members and agents as deemed appropriate by the Company.

A decision to seek treatment neither absolves nor protects a team member from the consequences of failing to meet job expectations or for engaging in policy violations. Adjoin encourages team members with substance abuse problems to seek assistance before such problems develop. If you have a question about employee assistance resources, please contact your supervisor or Adjoin's Human Resources Department.

VII. Return-To-Work and Follow-Up Testing

Adjoin may permit an individual violated this Policy to return to work, provided he or she is first evaluated by a company-approved substance-abuse treatment provider and successfully completes all courses of recommended treatment.

©Adjoin

With written authorization of the CEO and/or their designee, the team member may return to work. Criteria considered by the CEO and/or their designee are, but not limited to: 1) documentation of the successful completion of a Adjoin authorized rehabilitation program; 2) passing a return-to-work drug and/or alcohol test; 3) agreement and compliance with additional testing for a period determined by Adjoin following the return to work.

As a condition of continued employment, the team member will be asked to sign a return-to-work agreement. In addition, before returning to work, the team member must take and pass a return-to-work drug and/or alcohol test and agree to submit to frequent unannounced drug and/or alcohol tests for a period of up to 2 years, or as recommended by the treatment provider. Additional terms may be included, on a case-by-case basis. Team Members who test positive on a return-to-work or follow-up test will be terminated.

VIII. Drug & Alcohol Testing Requirements

Adjoin may test for the presence of the following or other substances, and/or their metabolites: alcohol, marijuana, cocaine, opiates (including heroin, morphine, and codeine), amphetamines (including methamphetamine), barbiturates, benzodiazepines (including, Valium, Xanax), methadone, phencyclidine (PCP), and alcohol, in the following circumstances:

Pre-Employment - Employment at Adjoin is conditioned on taking and passing a drug and alcohol test before commencing work. Employment offers will be withdrawn whenever an applicant receives a verified positive test result or refuses to participate in the testing process.

Reasonable Suspicion - When Adjoin has reason to believe that any team member has violated this Policy, the team member may be asked to submit to drug and/or alcohol test. Requests for tests based upon reasonable suspicion will be based upon contemporaneous observations of the individual's behavior or performance, or other indications that this Policy may have been violated. Examples of what may trigger a request to submit to a reasonable suspicion test include, but are not limited to, one or more of the following:

- Observed suspected drug or alcohol use;
- Bizarre or erratic behavior (endangerment to self, fellow employees, company property, equipment or services provided), or a pattern of conduct that indicates substance abuse may be a problem;
- Observed suspected possession of alcohol, drugs or drug paraphernalia while on Company (including Client or Customer) premises;

©Adjoin

- Information provided by either a reliable and credible source or independently corroborated;
- A pattern of unexplained absenteeism, tardiness, or other unexplained change in job performance; and/or
- A physical appearance, odor, or symptoms that may indicate drug or alcohol abuse, such as unusual slurred speech or uneven gait.

Typically, team members suspected of violating this policy regarding drugs or alcohol will be escorted to a medical facility for evaluation before a decision to test is made. All team members asked to take a reasonable suspicion drug and/or alcohol test will be transported to the medical facility or collection site for testing and then transported home pending receipt of test results.

Post-Incident - Any team member who is involved in an incident, accident or near accident while on duty (regardless of location), and in which the team member's actions, or failure to act appear to have played a part in the incident, will be required to submit to a post-incident drug and/or alcohol test as part of the Company's investigation of the incident. All such tests will be conducted as soon as possible after the Company learns of the incident, but after any necessary emergency first aid has been administered.

IX. Procedures for Drug & Alcohol Testing

Consent - No drug or alcohol test will be administered, sample collected, or test conducted on any sample without the written consent of the person being tested. However, a person's refusal to submit to a proper test will be viewed as insubordination and will subject the person to disciplinary action, up to and including termination.

Costs - Adjoin will pay the costs of all drug and/or alcohol tests it requires of team members and applicants.

Results - Individuals, upon written request, may be provided with a copy of their own test results. In addition, an individual who tests positive for drugs may request, in writing, that his or her urine sample be sent to an independent certified laboratory for a second confirmatory test, at the individual's expense, although the Company may suspend, transfer, or take other appropriate action pending the results of any such re-test.

©Adjoin

X. Refusing a Test

An individual's refusal to submit to or appear for drug and/or alcohol testing will be considered insubordination and will be grounds for termination. Attempts to tamper with, substitute, adulterate, dilute, evade, or otherwise falsify a test sample are considered refusals to submit to a test, as is a failure to appear at the testing location promptly after being asked to submit to a test.

XI. Confidentiality

All records relating to drug and alcohol testing decisions, positive test results, drug and alcohol dependencies, and employee medical information are kept in a confidential manner. Test results will not be released outside the Company without the written consent of the tested individual, except in a legal or administrative proceeding brought by the individual against the Company or as otherwise may be required by law.

XII. Searches

Adjoin reserves the right to search, or cause to be searched, all company premises and company owned or provided vehicles, lockers, files, closets, electronic devices, and any and all company owned and provided structures and appurtenances. Adjoin also reserves the right to search any private vehicle, possession, or item of clothing or container brought onto Company property or placed in a Company vehicle to ensure compliance with this Policy.

A team member's failure to submit to such a search will be considered insubordination and will be grounds for discipline.

XIII. Compliance with All Applicable Laws

Adjoin will implement this Drug and Alcohol Policy, including the drug and alcohol testing portions, in a manner that complies with relevant federal, state, and local law.

Adjoin will also notify all applicable local, state and federal law enforcement, protective agencies, and relevant funding agencies of violations of law and policies that occur on its premises and workplaces.

Effective: August 8, 2008

Revised: January 1, 2024

©Adjoin

10.16 Driver's License & Current Insurance

Adjoin requires that any team members who operate a motor vehicle on behalf of the company have a valid California motor vehicle operating permit and current motor vehicle insurance as mandated by the State of California.

Fleet Vehicles - Should a team member be involved in an auto accident using a fleet vehicle, Adjoin's auto insurance will go into effect.

Employee(s) Personal Vehicles - Should a team member be involved in an auto accident, Adjoin's insurance will go into effect after the team member's insurance company has fulfilled its obligation. Adjoin's insurance will **not** go into effect if the team member was driving as an uninsured motorist.

If the team member does not have automobile insurance, then they must sign an "Insurance Hold Harmless Agreement." This agreement, which the team member must sign and date, states that the team member will not operate a vehicle on behalf of Adjoin, and at no time will they have an Adjoin client or staff member in any vehicle that he/she chooses to operate without insurance. Most positions at Adjoin require driving and if a team member is unable to fulfill the essential functions of the position, they are subject to termination of employment.

Please note that driving is an essential function of most positions at Adjoin. If an employee is unable to fulfill the essential functions of their position due to not having a valid license, insurance, registration or vehicle in safe, working order, that employee may be subject to suspension or termination of employment.

The responsibility for notifying Adjoin of any change in status rests with the team member. Written verification of any change or renewal must be submitted immediately. Failure to do so may result in suspension and/or termination of employment.

Exceptions by the Chief Executive Officer may be made in such cases where the individual is covered by the American with Disabilities Act and such reasonable accommodations are applicable.

Effective Date: November 1, 1985

Revised: January 1, 2020

©Adjoin

10.17 Rehire

In order to rehire a person who was previously employed by Adjoin the certified person must:

- Contact the Corporate Office and verify if the person is eligible for rehire.
- If eligible for rehire and the person has not been employed by Adjoin for more than 30 days, the person must complete all pre-employment requirements as noted above with the following exception:
    a. References need not be completed again if the team member is eligible for re-hire and at least one supervisor at Adjoin recommends them for re-hire.

The Chief Executive Officer is the only person who can waive any of the pre-employment requirements for any potential team member.

Effective Date: September 1, 1996

Revised: January 1, 2022

©Adjoin

10.18 Former Employee Rehire Tenure

A former team member who has been rehired after leaving employment for more than 12 months is considered an introductory employee and will go through the orientation process during their first sixty (60) days following rehire. The benefits will not be continued from the point of their last tenure unless required by law. In effect, Adjoin is not required to owe any returning team member for previous time earned for PTO, health benefits, etc.

Any team member returning to work after a separation of employment of less than 12 months will have their benefits reinstated at the level when separation began; less any time owed back to the company. We will reinstate the individuals' accrual rate for Personal Time Off (PTO) based on adjusted seniority.

Team members who are rehired within 12 months are not subject to the 60-day waiting period to use Paid Sick Days and any unused paid sick time will be reinstated if rehired within the same calendar year.

Other circumstances may affect the company's decision to reinstate benefits except for those governed by law.

Effective Date: January 1, 2007

Revised: May 15, 2018

©Adjoin

10.19 Internal Positions and Promotions

Adjoin believes that the most qualified candidate for each position should be selected, whether they be an internal or external candidate. The development of internal candidates to ensure that they are the most qualified candidates should be a collaborative effort by both managers and team members, and we expect team members who are interested in growing professionally within Adjoin to actively seek experience, training, education, and feedback that will assist them in doing that.

Tenure and satisfactory performance in a team member's current role are important considerations, but do not guarantee priority in selection of promotion or lateral position opportunities.

- Position vacancies will be posted to both internal and external candidates on Adjoin's Applicant Tracking platform.
- In some circumstances, local offices may send a position announcement to candidates announcing a vacancy, but this is not an organizational requirement.
- Team Members seeking promotion and advancement opportunities are responsible for reviewing posted open positions and applying.
- During this time, interviews will be scheduled for all qualified applicants to be considered for the position.
- Internal candidates who will not be considered for the position should be notified that they will not be scheduled for an interview.
- Internal candidates who are interviewed and not selected will be officially notified of their status prior to the announcement that the position has been filled.

In all circumstances, management will communicate regarding the process and internal candidates who have followed the appropriate application process and meet the minimum qualifications for the position will be notified of their status.

Effective Date: January 1, 2022

©Adjoin

10.20 Compensation

Establishing Position & Pay

The Staff Compensation System covers all professional, administrative, clerical, and technical staff members. It does not include employees hired by contract, researchers, executive officials, and senior administrative officers.

"Wages" and "wage rates" include all forms of compensation, including but not limited to salary, overtime, bonuses, stock options, profit sharing plans, benefits, allowances, and reimbursement, consistent with labor codes.

New Hire Starting Pay Rates

New employees should be compensated at an appropriate rate within the position's established salary range, based on their experience and skill level. The starting rate should be at either the current federal or state/local legal minimum wage (whichever is higher) or above. All job postings will include the pay scale, defined as a good faith estimate of the salary or hourly wage range Adjoin reasonably expects to pay upon hire.

To address the issue of compression for Direct Support positions, Adjoin has established a 'starting range.' This is a range within which new hires should be compensated. Starting a new hire at a rate higher than this starting range requires additional documentation submitted to Human Resources by the Director prior to extending the offer of that rate to the candidate.

Guiding Principles of Our Compensation Program

- Compensation programs must reflect and support the mission of Adjoin.
- Compensation should be competitive with the relevant external labor market.
- Compensation programs must be results-based.
- Compensation should equitably reflect contribution/accountability.
- Programs must be simple to administer and to understand.
- Information about compensation systems and processes must be openly communicated to all employees.

©Adjoin

- Compensation programs should reward expanded skill sets within the context of the job's requirements whenever possible.
- Compensation programs should be flexible enough to meet the unique needs that may exist within the company, now and in the future.
- All compensation programs and adjustments must comply with California Equal Pay Act, ensuring wage equity and transparency.

Review of Pay Assignment/Placement

Significant changes in the duties and responsibilities of a position may result in the need to review the pay. An incumbent employee or supervisor who feels such changes have occurred and they did not receive an adjustment in pay should follow existing policies to request a review.

The Company shall maintain for each employee a record of job title and wage rate history and retain such records for the duration of the individual's employment plus at least 3 years after termination.

Pay Adjustments

Pay Adjustments — Job Changes

An employee's current rate of pay should not preclude them from consideration for transfer opportunities, including promotions, lateral moves, and demotions. The Supervisor must receive approval from the CEO for any exceptions to the following guidelines prior to making an offer to the employee. Should an employee be promoted, laterally transferred, or demoted to a new position, the employee's pay rate may be adjusted as follows:

Change in Job Position: Promotion or Demotion

A change in job position may result in an increase or decrease in an employee’s compensation.

Any change affecting an employee’s job status, going from Full Time to Part Time or vice versa, may also result in changes to benefit eligibility.

©Adjoin

1. **Promotions** — the following guidelines apply regardless of the position of which the employee is promoted.
    a. When the employee's current pay rate (prior to promotion) is within the new position's lower pay rate or below the new position's minimum pay rate, the employee's compensation will be adjusted to fall appropriately within the new position's salary range.
2. **Demotions** — should an employee transfer to another position with a lower pay range; the employee's pay rate should be governed by the new pay range.
    a. Supervisors should consult with HR to determine the appropriate pay prior to making an offer to the employee.
3. **Lateral Transfers** — Generally, employees should not receive a pay adjustment when transferring to another position in the same pay range.
    a. Supervisors may discuss with HR possible exceptions based on unique job or employee qualifications, prior to making an offer to the employee.

Merit and Disciplinary actions

As a result of merit recognition or disciplinary actions, the organization may change an individual's compensation, either on a temporary or permanent basis.

All pay adjustments, promotions, demotions, or merit-based changes are subject to review to identify and prevent potential wage disparities based on sex (including gender identity or expression), race, or ethnicity.

Adjustments to Base Pay

Adjustments to base pay should only occur through the annual pay adjustment process, at the time of promotion, demotion, minimum wage increases, or when an employee's current position increases in responsibilities. Pay increases are never considered automatic. Each year, the CEO and Chief Financial Officer consider allocating funds for pay increases, taking many budget and economic factors into consideration. If pay increases are budgeted, raises are granted with the approval of the CEO based upon recommendations of each employee's supervisor, and employees with documented satisfactory performance will normally receive pay increases effective the first of January of that year.

©Adjoin

Because the budget process Adjoin Veterans is contingent on the Federal grant process, the compensation review and adjustment process will follow their unique budget timeline and deadline.

Compensation Change

Adjustments to an employee's base pay may occur through the Compensation Change process. This process may be initiated by several factors:

- Annual Compensation Review
- Funding, Rate, or Revenue Adjustments
- Minimum Wage Increases
- Change in Job Position: Promotion or Demotion
- Change in Position Responsibilities
- Merit and Disciplinary actions

Compensation changes are not automatic or guaranteed, except for legally mandated minimum wage increases. All changes in compensation must be approved by the Chief Executive Officer (CEO) or their designee. Any representation or statements made by any other individual in the organization is not binding and will not be recognized.

Salary Ranges

Adjoin has established salary ranges for each position based on a number of factors, including market rates, position duties, budget considerations and skills/education required. The Head of People will review the salary ranges annually, prior to budget meetings, using these criteria and changing salary/market data as it is available. Any increases will be within established salary ranges. If an incumbent in a position is at the top of the salary range for their position, they will be ineligible for an increase to base salary.

There may be circumstances in which salary ranges may need to be adjusted or established at times during the year other than budget time. Department heads may make recommendations for salary range adjustments by submitting the request,

©Adjoin

along with relevant market data, to the Director of Human Resources. The Director of Human Resources and CEO will review the information and make a determination as to the final salary range. All documentation of salary range adjustments should be maintained.

Wage Compression

Wage compression is when only a small difference or no difference in pay exists between employees regardless of their skills, seniority or experience or when employees in entry-level jobs are paid almost as much or the same as their supervisors and/or managers.

Adjoin recognizes wage compression inequities may result from an increase to minimum wage and a lack of increases to funding rates. In such cases, the organization may not receive adequate funding to adjust pay rates and eliminate all wage compression issues. The organization will evaluate individual pay rates affected by wage compression and will only authorize pay adjustments as fiscally viable.

Annual Compensation Review

Each year, the organization may consider allocating funds for pay increases taking many budget and economic factors into consideration. If compensation adjustments are budgeted, the following process will take place:

1.	Managerial and supervisory staff will complete a Salary Review of each of their employees using criteria based on performance and tenure if the budget permits and individually directed to do so by the CEO and/or their designee(s).

©Adjoin

2.	If a salary adjustment other than minimum wage is recommended, it is to be submitted to the Regional Director/Program Manager for review and approval.
3.	The completed pay increase recommendation will be uploaded into UKG after final approvals have been made.
4.	Employees will be notified in advance before payment is initiated.

Employees who are in Orientation status and/or who have not been employed with Adjoin for at least 4 consecutive months at the time of the compensation review for all compensation adjustments other than the Adjoin Veterans division, will not be eligible for the Annual Compensation Review.

Funding Rate or Revenue Adjustments

Adjoin is dependent upon the revenues received from the State of California through the Regional Center system and federally through the Department of Veterans Affairs. The state legislature, the Department of Developmental Services, the Department of Veterans Affairs and individual Regional Centers may adjust rates, services, and programs at any time.

Changes may affect the compensation of individual direct service providers, job positions, or may be more general (across-the-board increases/decreases) or result in program closures.

In such cases, the organization must act to make individual, programmatic, and company-wide adjustments to assure our continued compliance and operation.

In some cases, Adjoin has suspended hiring activities, compensation reviews and adjusted other benefits to insure the organization's continued survival. Many of these actions are temporary and may be reinstated later.

Recruiting Incentives:

In certain cases, a recruitment incentive may be paid to eligible individuals when needed to enhance Adjoin's ability to recruit for critical hard-to-fill positions. A

©Adjoin

recruitment incentive is a one-time payment offered to eligible individuals who are newly appointed to eligible positions within Adjoin if it has been determined that the position is likely to be difficult to fill in the absence of an incentive. Similarly, an employee referral incentive may be approved in which the incentive is paid to a current employee who has referred an eligible employee who is hired by Adjoin.

The Regional Director, HP and/or COO may recommend offering a recruitment incentive or employee referral incentive in certain circumstances in which a position has been determined as 'difficult to fill.'

In circumstances in which a recruitment incentive or employee referral incentive has been requested, the following terms and conditions should apply:

The incentive should be outlined in writing and submitted to the CFO clearly stating the following:

- What position(s) it applies to
- The dates for which it is applicable
- Any eligibility criteria
- The amount of the incentive and any terms for how it will be paid out (e.g. half upon hire, half after 6 months)

These incentives should be approved by the CEO or their designee.

The incentive may be a lump-sum payment and is not considered part of the employee's rate of basic pay for any purpose. These incentives must be documented and reviewed to ensure compliance and pay equity requirements. The incentive payment is subject to all applicable taxes.

Effective Date: January 3, 2005

Revised: September 18, 2026

©Adjoin

10.21 Executive Compensation Policy

The Board of Directors (Board) of Adjoin ("Adjoin") recognizes that one of its fiduciary responsibilities is to ensure that it approves reasonable and not excessive compensation for Adjoin's Chief Executive Officer ("CEO"), as well as other compensated officers and key employees of Adjoin.[3]

The Board shall use the following process to review and approve compensation (including salary and benefits) for the CEO and CFO of Adjoin. The Board is expected to utilize the process on an annual basis, or when it is appropriate and necessary (such as upon hiring, whenever the term of employment, if any, is renewed or extended, or when considering an adjustment in compensation). The Board may undertake the process itself or may utilize a committee composed only of Directors (such as an executive committee or compensation committee) to undertake the process, If a committee is utilized it shall report its findings and recommendations to the full Board for approval. For purposes of this process, no

[3] The CEO is a "top management official", which means a person who has ultimate responsibility for implementing the decisions of Adjoin's Board or for supervising the management, administration, or operation of Adjoin. "Officer" means a person elected or appointed to manage Adjoin's daily operations at any time during the fiscal year, determined by reference to Adjoin's Articles of Incorporation, Bylaws, Board resolutions, or as otherwise designated consistent with applicable California law, but at a minimum includes those officers required by applicable California law. "Key employee" means an employee of Adjoin (other than an officer or director) who meets all three tests of the following tests, applied in the following order:

(1) *$150,000 Test*: the employee receives reportable compensation from Adjoin (and all related organizations, if any) in excess of $150,000 for the calendar year ending with or within Adjoin's tax year;

(2) *Responsibility Test*: the employee (at any time during the calendar year ending with or within Adjoin's tax year): (a) has responsibilities, powers, or influence over Adjoin as a whole that is similar to those of officers or directors; (b) manages a discrete segment or activity of Adjoin that represents 10% or more of the activities, assets, income, or expenses of Adjoin, as compared to Adjoin as a whole; or (c) has or shares authority to control or determine 10% or more of Adjoin's capital expenditures, operating budget, or compensation for employees; and

(3) *Top 20 Test*: the employee is one of the 20 employees (other than officers and directors who satisfy the $150,000 Test and Responsibility Test) with the highest reportable compensation from Adjoin (and related organizations, if any) for the calendar year ending with or within the Adjoin's tax year. (See, the Glossary in IRS Form 990 Instructions, 2016).

©Adjoin

person shall participate in the discussion or vote by the Board if such person has a conflict of interest[4] related to the compensation issue.

1. Performance Evaluation. If an adjustment in compensation is proposed, the Board (or committee) shall evaluate the CEO's, officer's, or key employee's performance, and ask for his/her input on matters of performance and compensation.

2. Comparability Review. The Board (or committee) will obtain (from Adjoin Human Resources or other reliable sources) relevant information and comparability data sufficient to make a recommendation to the full Board for it to determine whether, based on the comparability data, the proposed compensation (salary and benefits) is reasonable. Relevant information includes, but is not limited to, compensation levels and benefits paid by similarly situated organizations (both taxable and tax-exempt) for similarly qualified individuals in functionally comparable positions. This data may include the following:

    a. Salary and benefit compensation studies/surveys compiled by independent sources
        i. (e.g., the most current Center for Nonprofit Management Compensation and Benefits Report);
    b. Written job offers for positions at similar organizations;
    c. Documented telephone calls about similar positions at both nonprofit and for-profit organizations; and
    d. Information obtained from the IRS Form 990 filings of similar organizations.

3. The Board shall set the pay range and specific components of the total

[4] A person has a conflict of interest if he or she (a) is benefitting from or participating in the compensation arrangement; (b) is in an employment relationship subject to the direction or control of any person benefitting from or participating in the compensation arrangement; (c) receives compensation or other payments subject to the approval of any person benefitting from or participating in the compensation arrangement; (d) has a material financial interest affected by the compensation arrangement; or (e) approves a transaction providing economic benefits to any person participating in the compensation arrangement, who in turn has or will approve a transaction providing economic benefits to the person. (See, IRS Form 990, Part VI, Line 15, Instructions, 2016; Treas. Reg. §53.4958-6(c)(1)(iii).)

©Adjoin

compensation package for the CEO and review it on an annual basis. When compensation decisions are made, documentation will be kept outlining approval dates, names of Board members involved in the task force or sub-committee used (should one be formed), specific data ultimately used to justify the wage adjustment and disclosures of any conflict of interest that may exists by Board members participating in this decision. This data will be recorded on the Executive Compensation Recording Form. In addition to the comparability data, the Board may consider other relevant information, including, but not limited to, any performance evaluation, and Adjoin's budget.

4. **Advance Board Approval and Concurrent Documentation.** Advance Board Approval and Concurrent Documentation. In advance of the payment of the proposed compensation, the Board must approve the compensation by appropriate vote at a meeting or by unanimous written consent. The determination of the Board and basis for its determination shall be documented concurrently in the minutes of the meeting or in a written consent, and shall include:

    a. A description of the compensation and benefits and the date it was approved;
    b. The Directors who were present during the discussion about compensation and the results of the vote;
    c. A description of the comparability data relied upon and how the data was obtained;
    d. A description of the Board's basis (rationale) for its determination;
    e. Any actions taken (such as abstaining from discussion and vote) with respect to consideration of the compensation by any Director who had a conflict of interest concerning the compensation issue; and
    f. If applicable, the basis for a determination of the Board that reasonable compensation for a specific arrangement is higher or lower than the range of comparability data obtained

    For a decision made at a meeting of the Board to be documented concurrently, minutes of the meeting must be prepared before the later of the next meeting of the Board or 60 days after the action(s) approved by the Board are taken. The minutes must be reviewed and approved by the Board as reasonable, accurate and complete within a reasonable time period thereafter. For a decision made by unanimous written consent of the Directors, the written consent must be fully executed by all Directors prior to any of the approved action(s) being taken.

5. Review and Compensation Approval for Certain Officers. In addition to the requirements of this Policy, compensation (which includes salary and benefits) set for the CEO, and compensation, if any, set for the Chief Financial Officer or Treasurer, (or individuals with equivalent powers, duties or responsibilities comparable to these

©Adjoin

positions), must be determined to be just and reasonable. The Board's review and approval of the compensation shall occur initially upon hiring, whenever the term of employment, if any, is renewed or extended, and whenever the compensation is modified. Separate review and approval shall not be required if a modification of compensation extends to substantially all employees of Adjoin. The minutes or written consent with respect to such compensation must include a finding that the compensation is just and reasonable and describe the rationale for such finding. (See, California Government Code §12586(g)).

©Adjoin

Executive Compensation Recording Form

Name of Executive Director: _____
Wage adjustment was approved: _____
Date adjustment will be effective: _____
Date of last salary adjustment: _____
Current salary: _____ Adjusted salary: _____
Board members approving salary adjustment:

_____ _____
_____ _____
_____ _____
_____ _____
_____ _____
_____ _____
_____ _____

Are there any conflicts of interest of board members participating in the executive compensation decision-making process? Yes No

If so, please acknowledge the nature of the conflict:_____
_____

Please share the most recent sources accessed/applied when determining the above executive compensation:

_____
_____

_____ _____

Chair, Adjoin Board of Directors Date

Effective Date: January 1, 2018

Revised: January 1, 2023

©Adjoin

10.22 Pay Procedures

It is the policy of Adjoin to pay team members by check or direct deposit on a regular basis and in a manner so that the amount, method, and timing of wage payments comply with any applicable laws or regulations.

Team members normally will be paid on the tenth (10) day and the twenty-fifth (25) day of the month. If the regular payday occurs on a Saturday, Sunday, or a holiday, team members will be paid on the last working day before the regular payday.

Team members on each payday will receive, in addition to their check or deposit advice, a statement showing gross pay, deductions, and net pay. Local, state, federal, and Social Security taxes will be deducted automatically. No other deductions will be made unless required or allowed by law, contract, or employee obligation. Team members may elect to have additional voluntary deductions taken from their pay only if they authorize the deductions in writing.

Team members who discover a mistake in their paycheck, lose their paycheck, or have it stolen should notify their supervisor immediately. In the case of a mistake, the error will be remedied promptly. Team members should complete a Payroll Inquiry Form to help assure it is remedied promptly. In the case of loss or unauthorized possession of property, the Accounting Department will attempt to stop payment on the check and reissue a new one to the employee. However, the team member is solely responsible for the monetary loss, and Adjoin will not be responsible for the loss or unauthorized possession of property of a check if it cannot stop payment on the check.

Team members should discuss any questions or concerns regarding their rate of pay and other compensation issues with their supervisor or with the Director of Programs / Director / Regional Manager/ Program Manager and/or COO.

Effective Date: January 1, 2006

Revised: January 23, 2020

©Adjoin

10.23 Holiday Compensation

Holiday pay is a benefit given to all full-time, benefits eligible employees. All part-time employees, whether on orientation or not, are not eligible for holiday pay.

Holiday Pay for Orientation Employees

All salaried employees on orientation will be paid holiday pay equivalent to one normal workday.

All hourly employees on orientation that are considered full-time status are to be paid Holiday based on these factors:

Worked for **less than** one month as an orientation full-time employee:	**4 hours of holiday**
Worked for **at least** one month as an orientation full-time employee:	**8 hours of holiday**

Holiday Pay for Employees Returning from a Leave of Absence

This addresses the Holiday Pay calculation for full time benefits eligible employees who return to work after a Leave of Absence.

This policy defines a **Complete Pay Period** as when Payroll records indicate that an employee is in active status from the beginning of a given pay period to the end of such pay period.

If an employee comes back to work less than one month before a holiday, then Holiday Pay will be calculated based on the last two complete pay periods immediately before the employee went on leave of absence.

If the employee's last pay period before going on leave was not complete, then this pay period will not be used in calculating Holiday Pay. The next two preceding pay periods will be used.

Holiday Worked

In order to reward those employees that are requested to work on a holiday, the following policy will go into effect concerning holiday compensation:

©Adjoin

- Approval from employee's supervisor is required to work on a holiday.
- Any part-time employee required to work on a holiday will be compensated at double the employee's regular pay rate for the hours worked.
- Full-time employees required to work on a holiday will be compensated for the holiday at their regular rate of pay in addition to being compensated at double their rate for hours worked that day. This applies to both hourly and salaried employees. A salaried employee, who works more than 8 hours on a holiday, will be compensated for the holiday and double their daily rate rather than for the hours worked.

Effective Date: September 1, 1996

Revised: January 1, 2023

©Adjoin

10.24 Overtime

The following applies only to full-time and part-time hourly, non-exempt administrative and paraprofessional employees.

Any hours worked over eight (8) hours in each working day will be paid at one and one-half times the employee's regular pay up to twelve (12) hours. All hours worked that exceed 12 hours in a workday will be paid at double the employee's regular pay.

Any hours worked in excess of 40 hours in a workweek will be paid at one and one-half times the employee's regular pay.

If an employee works seven (7) consecutive days during one workweek, all time during the first eight (8) hours of the seventh day will be paid at one- and one-half times the employee's regular wage. Any work that exceeds eight (8) hours on the seventh day will be paid at double the employee's regular wage.

Supervisor approval is required in advance to work overtime hours for Adjoin. Adjoin does not have the authority to authorize In-Home Supportive Services overtime. All overtime authorized by a Adjoin supervisor is for Adjoin work time. Individuals who do not obtain supervisor approval for overtime in advance of work are subject to disciplinary action up to and including termination of employment.

Nondiscretionary Flat Sum Earnings and how these affect the regular rate of pay and overtime calculation

Nondiscretionary flat sum earnings, like on call, are included in determining the regular rate of pay for computing overtime. To compute overtime on a flat sum earning, the earning must be divided by the total hours worked in the work week. This calculation will produce the regular rate of pay on the flat sum bonus earnings. Overtime on a flat sum bonus must then be paid at 1.5 times or 2 times this regular rate calculation for any overtime or double time hour worked in the earning period.

ADJOIN currently recognizes the following as Non-discretionary flat sum earnings and are therefore included in Regular Pay calculation:

- On Call
- Placement / Retention Fee
- Referral Fee
- Split Fee
- Other Earnings

Effective Date: November 26, 1996

Revised: January 19, 2021

©Adjoin

10.25 Meal Periods

Employees who work a shift of 5 hours or more are entitled to an unpaid meal period of 30 minutes unless a 6-hour shift completes the day's work and the meal period is mutually waived by the employee and Adjoin.

If an hourly employee works through the 30-minute period, then that individual is to be paid for the 30 minutes at their regular hourly wage. In addition, the employee must be paid a premium of one additional hour of pay at their regular hourly wage. The additional hour is not counted as time worked.

The hour premium can only be waived if an hourly staff voluntarily signs a form consenting to on-duty meal periods (working through the 30-minute break and being paid for the time). If staff signs the consent, then the hour premium does not apply.

Staff can revoke the signed consent with one-day notice to his/her supervisor.

If an employee is entitled to the hour premium, they need to log 1 hour of time to the service code 908 for the specific day to which it applies.

Effective Date: January 1, 2001

Revised: January 18, 2010

©Adjoin

10.26 Work Furloughs

Due to the nature of our business employees may be asked to take work furloughs as necessary and needed due to financial situations or other business needs.

Employees would not be allowed to use Personal Time Off (PTO) hours during a work furlough.

The Chief Executive Officer or their designees will make all decisions regarding which employees will be placed on work furloughs and the length of such furloughs.

Effective Date: January 1, 2003

Revised: January 18, 2010

©Adjoin

10.27 On-Call Status

Due to the nature of Adjoin's services, it may be necessary for certain team members or staff positions to be accessible beyond traditional office hours (nights, weekends, holidays, etc.).

For programs that require on-call services, the Director of Programs / Director/ Program Manager / Regional Manager / COO or their designee is responsible for identifying, training, and scheduling staff to be a part of the on-call rotation.

A team member who is required to remain on-call after their normal workday or work week will receive a premium for the period for which the team member remains on-call. The premium amount is dependent on the program services for which the staff works. The premium will be paid on the staff's normal paycheck.

Hourly staff are also paid their hourly wage for any time spent on calls, updating schedules and/or covering shifts if unable to find a direct support professional. The on-call staff is responsible for recording all time worked on their timesheets.

While acting as On-call staff	▪ Must respond immediately to page and/or call on cell phone when on-call (Within 5 to 10 minutes). ▪ Must always be able to physically respond while on call (must be available to cover a shift). ▪ Must submit written case notes of your on-site services within 24 to 48 hours. ▪ May be required to complete an emergency/on-call log.
On-Call staff provided with cell phone	▪ Must always have the cell phone with them so that they can respond to in a timely manner. ▪ Is responsible for battery charger ensuring the cell phone is charged at all times. ▪ Is to report any problems with the cell phone to their supervisor immediately. ▪ Must notify Supervisor per policy for all special incidents.
	▪ Is responsible for receiving the binder at the same time they receive the cell phone.

©Adjoin

On Call Staff Given On-Call Binder:	▪ Is responsible for maintaining On-call Binder/paperwork. ▪ Must have current team member phone list and current client address lists. ▪ Is responsible for assuring case note forms, SIR forms and logs are readily available for use while on-call.

All On-Call staff are responsible for picking up monthly on-call schedules at the beginning of each month and for notify supervisor immediately if unable to be available for your scheduled on-call period.

Staff are expected to use good judgment while on call by not engaging in activities that could hinder their ability to respond either mentally and/or physically to an emergency.

If the staff member is unable to meet any of the above guidelines when on-call, it is their responsibility to notify the supervisor immediately. If a staff violates the above guidelines, appropriate disciplinary action will be taken, up to and including termination.

Effective Date: January 1, 2004

Revised: January 1, 2020

©Adjoin

10.28 Split-Shift

In compliance with State and Federal laws, Adjoin will compensate a team member who works a split shift in the flat amount of one hour per day at the current hourly minimum wage in addition to their normal wages for that day.

Definition of a split-shift: When an employee's normal 6 (or more) hours for the day is split in a manner that there is at least 2 hours of not providing services to the client (or any other client) and is required to return to the original site to finish a shift. If the employee provides services to two or more different clients in a day, then it is not considered a split shift.

Direct support staff will log their hours as they normally would for any direct support time.

If staff fails to work their scheduled split shift, it is the staff's responsibility to notify the responsible case manager so that other arrangements can be made.

Effective Date: January 1, 2001

Revised: January 18, 2010

©Adjoin

10.29 Exempt Employee Attendance Time Sheets

In compliance with State and Federal guidelines, an employee must meet several requirements in order to be deemed as an "exempt employee." Exempt employees are required to complete a time sheet for each payroll period, the 1st through the 15th and the 16th through the end of the month. The time sheets are used for payroll purposes; however, no actual work hours are to be entered. The information being collected is to account for PTO, Holiday, Bereavement, and/or jury duty.

As required by funding source regulations, employees may be required to log work time to specified projects and/or programs. Time sheets are to be submitted to the payroll department for processing.

Exempt employees are required to submit time sheets for each payroll period, the 1st through the 15th and the 16th through the end of the month. Time sheets submitted by exempt employees are used for billing and statistical purposes only. At no time, are the exempt time sheets to be used for payroll purposes.

Effective Date: January 1, 2001

Revised: January 1, 2018

©Adjoin

10.30 Required Documentation on Records

Employees are required to complete in an accurate and timely manner all necessary documentation on records as required by Adjoin, our funding agencies, and state agencies. These documents would include time sheets, monthly reports, case notes, service plans, and incident reports as examples.

Failure to do so, falsification or misrepresentation in any manner will dictate disciplinary action, up to, and including termination.

Effective Date: January 1, 2001

Revised: January 18, 2020

©Adjoin

10.31 Discretionary Distribution

Adjoin recognizes the hard work and dedication of its team members and has developed this Discretionary Distribution Policy to describe a program for providing purely discretionary distribution as one way to reward those efforts. Any payment made under this Policy is entirely at the sole and absolute discretion of Adjoin's Board of Directors in consideration of the Chief Executive Officer's recommendation. The criteria set forth below are merely guidelines for the Board's consideration and are not prerequisites for any guaranteed payment. Even if an employee satisfies some of or all of the criteria, Adjoin is under no obligation to award any discretionary distribution. Nothing in this Policy shall be construed as creating a contract or a binding obligation on the part of Adjoin to make any payment to an employee, as this Policy may be modified, suspended, or terminated at any time, with or without notice.

This discretionary distribution is in no way intended to constitute as regular or expected bonus compensation.

Recommendations may be based on the following factors:

- When and if the organization’s net operating income allows for discretionary distribution to be awarded.
- The amount of total funds available for disbursement to employees as discretionary distribution.
- The portion or percentage of the total amount allocated for each position within the organization.
- The amount of individual discretionary distribution may be informed by the percentage allocated for each position.
- Discretionary distribution will not be added to the participant’s base pay, and it will not affect the participant’s regular pay in any way.
- Discretionary distribution is not intended to make up for or add to an employee's regular hourly wage or compensation for meeting the minimum standards of the job position.
- It is at the sole and total discretion of the Board of Directors whether there will be any discretionary distribution, the amount and the timing.

©Adjoin

- It should not be assumed that past payments have established a pattern for future payments.

Eligibility for Discretionary Distribution:

Employees in the following positions may be considered for discretionary distribution after 6 months of continued employment:

Key positions:

CEO, CFO, COO, Director of Programs, Veterans Director, Veterans Assistant Director, Northern California Director, Southern California Director, Head of People, Regional Manager, Program Manager, Accounting Manager, Business Development Manager, Community Impact Manager, and Executive Impact Manager.

If they have not met the 6 months, they will receive the flat amount in line with other eligible staff.

All other positions:

Employees in all other positions may be considered for discretionary distribution if they are hired by the last day of the month prior to the distribution of any discretionary distribution.

To be considered for discretionary distribution all team members generally must have received a score of 2.5 or greater on their last performance evaluation to be eligible. If a team member has not yet received an annual performance evaluation, their supervisor's assessment of satisfactory performance may be considered.

All team members will be ineligible if they have received a corrective action in the 12 months prior to discretionary distribution.

Guidelines for Determining Amounts:

For the key positions indicated above, any amount of discretionary distribution may be informed by an evaluation of factors, but not limited to the following criteria:

- Staff count
- Revenue
- Performance Evaluation score

©Adjoin

- Position Level
- Situational Factors

For all other staff who are considered, any discretionary distribution may be a flat amount, the value of which is determined in the sole discretion of the Board of Directors upon the recommendation of the CEO.

Discretionary distribution is subject to all mandatory taxes withheld, including but not limited to federal and state taxes, Social Security tax and Medicare tax.

Any ambiguities in this procedure or questions which arise during its implementation or operation will be resolved by the CEO and their decision shall be final and binding.

Effective date: January 1, 2019

Revised: September 18, 2026

©Adjoin

10.32 Supplemental Pay

Adjoin may award supplemental pay for employees who temporarily assume additional responsibilities.

Eligibility
Employees may be eligible for supplemental pay when taking on significant additional responsibilities beyond their regular job scope. Eligibility is determined on a case-by-case basis and subject to approval.

Approval & Documentation Process

Director Submission:

- The Director submits a Supplemental Pay Request Form, which must include:
  - Justification for the request (e.g. additional responsibilities)
  - Duration of the additional responsibilities and the expected impact

Funding Validation & Executive Approval:

- The COO and CFO review the request to ensure funding availability.
- Upon validation, the CEO reviews and approves the request.

Notification & Final Approval:

- The Director notifies the VA Regional Coordinator of the approved request.

Implementation & Payment
Once approved, the supplemental pay will be processed through payroll in accordance with Adjoin's standard pay schedule. Payments will be clearly documented and reported as supplemental earnings.

Review & Compliance
Adjoin reserves the right to audit and review supplemental pay requests periodically to ensure compliance with budgetary constraints and policy guidelines. Any misuse or misrepresentation in the request process may result in disciplinary action.

Effective Date: February 25, 2025

©Adjoin

10.33 Workers' Compensation

Adjoin carries Workers' Compensation Insurance (WCI) coverage as required by law to protect employees who are injured on the job and for work related illnesses. This insurance provides medical, surgical, and hospital treatment in addition to payment for loss of earnings that result from the work-related injury/illness. The cost of this coverage is paid by Adjoin.

Adjoin is committed to providing a safe workplace. **An employee, who suffers any on-the-job injury, no matter how minor, must report that incident immediately to their supervisor.** This is for the employee's protection as well Adjoin's protection.

If at any time, an injury/illness appears to be life threatening or beyond the capability of those present, 911 must be called immediately.

In some cases, the injuries are minor and require only *First Aid treatment* and/or no treatment. **If an employee declines treatment, he/she must sign a Declination of Treatment statement.**

First Aid treatment may be provided at a care facility or physician designated by Adjoin.

In such instances, Adjoin is responsible for the cost of the medical treatment provided. This can only be done with the employee's written consent, since the employee always has the option of treatment provided through our WCI coverage.

A WCI claim will be made even if an employee is electing to have *First Aid treatment* but it should be noted that it is a **"First Aid claim."** (This notifies WCI that the **First Aid claim** will not be charged against Adjoin's account but provides the employee with benefits should they be needed later.)

When the injury appears to be more serious, then the employee should be directed to a designated medical facility or physician, when a designated medical facility or physician is located too far from our office location, all WCI paperwork and normal procedures would go into place.

Effective Date: January 1, 2001

Revised: January 1, 2025

©Adjoin

10.34 Benefits

Benefit Eligibility

Eligibility

Full-time employees, or employees who average at least 30 hours a week, hired on or after July 1, 2014, who have met benefit eligibility requirements (60 days of continuous Full-Time status), are considered Benefits Eligible.

Employees whose work status changes from Part-Time to Full-Time are eligible for benefits after 30 days of continuous Full-Time employment. An employee's waiting period for coverage cannot exceed 60 days for Full-Time employees. Benefits are effective on the first day of the month following a 30-day waiting period.

Adjoin utilizes a "look-back measurement method" to ensure that the natural fluctuation of hours needed to meet the needs of our clients does not affect employees' benefits eligibility. Once an employee meets the Full-Time average over the Measurement Period, they are eligible throughout the following Stability Period – even if the employee's hours reduce.

Loss of Eligibility

Loss of eligibility will occur if an employee does not meet the requirements for Full-Time employee status for the Measurement Period, or upon termination.

Please note, an employee with an employment status change from Full-Time to Part-Time has the option to drop coverage based on the qualifying life event otherwise the coverage will remain in effect for the remainder of the Stability Period.

Effective Date: January 1, 2016

Revision Date: January 1. 2020

©Adjoin

10.35 Float Day Off (FDO)

All **Regular** Full-Time and Part-Time employees are granted two (2) personal float day-off per calendar year (Jan 1-Dec 31). The float day-off hours will be awarded to staff automatically after 60 days of employment and then annually January 1st of each year. Hours will be awarded to staff automatically after 60 days of employment.

Full time staff will receive	16 floating day-off hours per year.
Part time will receive	8 hours floating day-off per year.

The floating day-off is granted in consideration of our employees' work-life balance. The floating day-off may be used for ***any*** reason such as a birthday, family reunion, anniversary, parent-teacher conference, personal wellness day, etc.

Personal floating day-off time must be scheduled in advance and approved by the designated Director of Programs / Director / Program Manager / Regional Manager / Case Manager in your area and in accordance with department/unit rules. Scheduling personal floating day-off on short notice for emergency purposes is at the discretion of the supervisor, who may request documentation of the reason for the emergency.

FDO Approval Process:

All employees are required to submit a request via the payroll time off system to their designated Director of Programs / Director / Program Manager / Regional Manager / Case Manager to take their FDO in advance of the day requested. The Director of Programs / Director / Program Manager / Regional Manager / Case Manager may approve or decline the FDO date requested dependent upon meeting client, unit or program needs. When multiple requests are made for the same date, the Manager will approve FDO for employees based upon the order of seniority of employment and only after all client, unit or program needs are met.

FDO hours must be reported on the employee's time sheet as "Float Holiday". Hours reported will be charged to the employee's FDO and the employee will then be paid for those hours.

©Adjoin

The following conditions apply to the use of personal floating day-off time:

- **Not cashable:** No payment is made to a staff member in lieu of personal floating day-off time, except upon separation from employment as specified.
- **Coinciding holiday:** When a company holiday falls during a staff member's approved paid time off, the day is paid as holiday time rather than as personal floating day-off time.
- **Carry-over and Maximum Cap:** Personal floating day accruals that are unused at the end of the calendar year (December 31) will roll over to the next calendar year, subject to a maximum cap of two times the annual accrual amount. If an employee has two times the annual floating day accrual at the beginning of the calendar year when the annual grant is given, the employee will not receive an additional floating day accrual for the calendar year and will have to wait until the beginning of the next calendar year when the next annual grant is given.
- **Changes in FT/PT status:** Employees will be granted FDO dependent upon employment status on January 1st of every year: 8 hours for Part-Time employees and 16 hours for Full-Time employees. Employees may only take the amount granted on January 1st during that calendar year regardless of additional changes in PT/FT status throughout the calendar year.
- **Upon termination**, employees will receive FDO pay for any of their unused FDO time.

Effective Date: January 1, 2016

Revised: October 1, 2023

©Adjoin

10.36 403(b) Benefit

Adjoin is committed to offering a retirement program that helps our employees plan for and build long-term financial security. Adjoin provides a defined contribution plan operated under section 403(b) of the Internal Revenue Service (IRS) Code for eligible employees, called the Adjoin 403(b) Plan ("Plan").

Eligibility

You are eligible to make pretax and/or Roth contributions to the Plan if you are an employee of Adjoin. You are **not eligible to participate** if you are:

- Non-resident alien
- Leased and union employee

Employees who are eligible to make employee contributions are eligible for Adjoin's matching contribution as follows:

- Employees hired **on or before 12/31/2021** Match starts after 1 year of employment
- Employees hired **on or after 01/01/2022** Match starts after 2 months of employment

Employee contributions

You can elect to contribute to the plan through pre-tax and/or post-tax (Roth) payroll deductions. Elections must be made in a flat amount or in whole percentages and you can change your contribution throughout the year on a prospective basis. Elections or election changes must be submitted directly on the Empower website.

The maximum employee contribution limit is established by the IRS each year and your combined pre-tax and Roth contributions cannot exceed this annual limit.

Automatic Deferral Arrangement.

Eligible employees hired on or after May 1, 2019, are subject to the Automatic Deferral Arrangement.

If you do not make an election to participate in the Plan or affirmatively elect not to participate in the Plan within 31 days of hire, you will be automatically enrolled in the Plan to make employee pretax contributions at the rate of 3% of pay.

The Automatic Deferral Percentage will increase by 1% per year, up to a maximum of 6% of Compensation. The Automatic Deferral Percentage will change on the first day of the plan year.

©Adjoin

Employer Match
Adjoin's match is discretionary and is subject to change depending on the fiscal health of the company.

The current match formula is:
Adjoin will match 50% of the eligible employee's deferral, not to exceed 8% of employee's gross wages.

How to Enroll or Make Changes
Eligible employees are automatically enrolled in Empower upon hire. All deferral changes an eligible employee wishes to make **must** be submitted through the Empower website.

If you do become automatically enrolled in the Plan, you may elect to stop making contributions at any time. Any elections to participate, to not participate, or to change your contribution rate must be made through Empower.

Vesting
Adjoin's vesting schedule is as follows:

1 Year of Service	20% Vested
2 Years of Service	40% Vested
3 Years of Service	60% Vested
4 Years of Service	80% Vested
5 Years of Service	100% Vested

Investment Options
Visit the Empower website to view the Plan's investment lineup.

The Target Date Funds are the default investment option for the Plan. If you do not select specific investments when you enroll, your contributions will be directed to the appropriate Target Date Fund that most closely corresponds to the year you turn age 65. You may select a different investment choice for your contributions at any time.

Beneficiary Designation
Naming your beneficiaries will ensure that your retirement plan assets are transferred to the to the people or causes that you choose. One or more beneficiaries can be designated directly on your Empower account.

Spousal Waiver: Under the Plan, spouses are entitled to receive at least 50% of the participant's retirement plan death benefits. If you would like to direct less than 50% to your spouse, you and your spouse will need to complete a spousal waiver form. If such a

©Adjoin

spousal consent is not executed, your spouse will be entitled to receive at least 50% of your preretirement survivor benefits, regardless of your beneficiary designation. Please contact Empower at 800.338.4015 for further guidance with this.

Loans and Hardship Withdrawals

Loans

The Plan allows active employees to take loans from their 403(b) accounts. Loans are repaid directly to Empower. For detailed information about the loans provisions, contact Empower at 800.338.4015.

Hardship Withdrawal

Under circumstances of severe financial hardship, you may be eligible to take funds out of your account. In order to qualify, there are certain IRS approved hardships that you would need to provide documentation to confirm your situation. For more information and to apply for a hardship withdrawal, contact Empower at 800.338.4015.

Other Provisions

Effective 01/01/2022, the Plan now allows In-Plan Roth Rollovers and In-Plan Roth Transfers. Please contact Empower at 800.338.4015 for more information.

Timely Remittance of 403(b) Employer Contributions

Adjoin will remit all employer 403(b) contributions to the plan's recordkeeper as soon as administratively feasible, but no later than three (3) business days following each payroll pay date.

Procedure

1. Payroll is processed on the established pay date.
2. Employer 403(b) contribution amounts are calculated as part of payroll processing.
3. Within three (3) business days of the pay date, employer contributions are submitted to the 403(b) recordkeeper.

Confirmation of contribution submission is retained for recordkeeping and audit purposes.

Responsibility

The Finance and/or Payroll function is responsible for ensuring accurate calculation, timely submission, and documentation of all employer 403(b) contributions.

©Adjoin

Monitoring and Compliance
Adjoin will periodically review contribution timing to ensure compliance with this policy and auditor guidance.

Effective Date: January 1, 2022
Revised Date: January 1, 2026

10.37 Personal Time Off (PTO)

Personal Time Off (PTO) with pay is a benefit to Regular Full-Time employees in accordance with the guidelines established below. PTO provides a bank of paid hours that allows employees to use as the need or desire arises for time off. The purpose of PTO is to provide employees with flexible paid time off from work that can be used for such needs as vacation, personal or family illness, doctor appointments, school, volunteerism, and other activities of the employee's choice. The company's goal is to reduce unscheduled absences and the need for supervisory oversight.

PTO is accrued or earned based on the employee's length of service and on the hours paid for a given pay period. Full-time, exempt and non-exempt employees begin to accrue PTO once they become Benefit Eligible. Employees must use their accrued PTO bank when taking time off, except under approved leave of absence circumstances.

©Adjoin

Full-time employees will accrue paid PTO according to the following schedule. The following schedule depicts the maximum amount of PTO that a full-time employee can accrue each year, effective January 1, 2022:

Years of Service	PTO Days
Up to 1 year	10
1 to 5 years	12
5 to 7 years	14
7 to 10 years	16
10 to 15 years	18
15 to 20 years	20
Over 20 years	25

Loss of eligibility does not mean loss of accrued PTO. Any unused PTO remains "in the bank" and the employee may opt to retain or use those days as leave.

PTO is credited to each benefit eligible employee's PTO account at the end of each payroll period. Hours earned for each employee's PTO account are based on hours for which the employee is paid for that pay period. Thus, hourly employees will receive hours reflective of average hours worked in a day. Both time worked and hours paid from an employee's PTO bank will be included in the PTO calculation. PTO will not be earned for unpaid leaves of absence.

An employee may not have a balance or accrue more than the CAP maximum which is 1.5 times the amount allowed for his/her years of service. Once an employee accrues PTO up to the CAP maximum, no additional PTO time will accrue until PTO time has been used by the employee and the PTO bank balance falls below the CAP maximum allowed.

A current statement of each employee's accrued PTO is noted within the UKG system or paystub wages statement.

©Adjoin

An employee cannot use PTO until it is earned and accrued in the employee's PTO bank. Employees who log PTO time that is not in their PTO bank will not be paid for that time.

Use of the accrued PTO days for PTO purposes is subject to the prior approval of the Chief Executive Officer (CEO) or their designee. If requesting a Leave of Absence, an employee may use Paid Sick Days or PTO. If an employee chooses not to use Paid Sick Days for a covered purpose, PTO may be deducted for any of the reasons a Leave of Absence applies when permitted and in accordance with applicable law.

PTO hours must be reported on the employee's time sheet as "PTO Hours". Hours reported will be charged to the employee's PTO bank and the employee will then be paid for those hours.

Employees who feel that there is a discrepancy in the calculation of their PTO pay or eligibility may request a review of that calculation by Payroll through a Payroll Inquiry Form.

Generally, employees should submit PTO plans to their supervisor at least four weeks in advance of the requested PTO date. Management reserves the right to designate when some or all PTO must be taken. Supervisors are responsible for ensuring adequate staffing levels and should attempt, when feasible, to resolve PTO scheduling conflicts based on length of service. However, employees who want to change their plans after the PTO schedule has been set lose their seniority consideration.

Employees on a leave of absence may use any or all accrued PTO time as part of the leave. In addition, employees on a leave of absence will not accrue any new PTO time during any unpaid leave. Non-exempt employees may not use accrued PTO during a suspension due to disciplinary action. Exempt employees may be suspended without pay due to disciplinary action for periods above a full 7-day workweek.

Employees may not receive PTO pay in lieu of PTO time.

When employment is terminated, employees will receive PTO pay for any unused PTO time accrued at the time of termination.

Effective Date: June 1, 2005

Revised: January 1, 2022

©Adjoin

©Adjoin

10.38 Bereavement Time

In the event of a death in the family of an employee, he/she will be allowed five (5) normally scheduled working days off following the death of a family member. Three (3) of these days will be paid and the remainder of the time would be unpaid, however the employee may elect to use Paid Time Off, Sick and/or Float. Bereavement leave must be taken within three (3) months of the family member's date of death. The five days of bereavement leave do not need to be taken consecutively; they can be intermittent.

"Eligible family member" is defined as:

- spouse or domestic partner
- Child
- Parent
- Sibling
- Grandparent
- Grandchild
- Parent-in-law.

For the family members in this list, "Step-" family would be counted as an eligible family member.

Process for requesting and applying bereavement time:

Employee should notify their supervisor to indicate that they are requesting bereavement leave, the dates requested, as well as the relationship of who has passed away. Supervisor will manually enter bereavement time on the employee's timecard.

Effective Date: January 1, 2022

Revised Date: January 1, 2025

©Adjoin

10.39 One Flutter- Day of Change

The purpose of Adjoin's "One Flutter" program is to:

- Support volunteer activities that enhance and serve the communities in which we live and work.
- Empower our team members in taking active social responsibility in their community.
- Address issues that impact quality of life.

The intention of this program is to create community engagement opportunities for Adjoin team members that are meaningful, purposeful and helps those in need. At the same time, Adjoin recognizes that participating in these activities will also enrich and inspire the lives of our team members. 'Community' is not defined as just local community but may encompass a global perspective.

The "One Flutter" program consists of two components:

- An opportunity to receive compensation from Adjoin for volunteering
- An opportunity to receive reimbursement for donating to an organization or cause

Team members who have been employed with Adjoin for 60 days will be eligible to enroll in the "One Flutter" program. Both part time and full-time employees are eligible to enroll.

Upon enrollment in the program, team members will be awarded their first DOC allotment to be used during the current calendar year. DOC pay must be utilized within the calendar year it is granted.

Team members are ineligible to enroll in the "One Flutter" Program if:

- The team member is on a Performance Improvement Plan (PIP).
- The team member's employment with Adjoin terminates for any reason.

Discontinuation of the "One Flutter" program: Adjoin reserves the right to modify, amend, suspend, or discontinue this program at any time without prior notice. Adjoin also reserves the right to revoke approval if it is determined that the team member is misusing the program.

©Adjoin

Eligible team members may sign up for the program by completing the enrollment form and agreement and submitting to the “One Flutter” administrator. Once enrolled, team members will not be required to re-enroll on an annual basis and their DOC allotment will automatically be awarded annually based on their FT/PT status, as long as the team member is eligible.

Team members may be required to sign an updated agreement as needed if terms and conditions of the program change.

Day of Change Pay:

All **Regular** Full-Time and Part-Time employees are granted up to 8 hours of “Day of Change” (DOC) pay per calendar year (Jan 1-Dec 31). The pay is available at the beginning of each calendar year (January 1st) for eligible employees. The total number of hours paid out for DOC are equal to 4 hours for Part-Time employees and 8 hours for Full-Time employees.

DOC pay for salaried employees is handled as follows:

- A salaried employee, with the approval of their supervisor, may substitute a DOC activity for a regularly scheduled day of work.
- A salaried employee may complete a DOC activity, up to 8 hours, on a non-scheduled workday and receive compensation for hours engaged in DOC activity, above their regular salary.

DOC Pay Approval Process:

- Team members who are enrolled in the “One Flutter” Program must submit a request for DOC as a time off request via UKG and submit to their supervisor at least one week before the requested time off. Team members will be required to submit documentation to support their DOC request. The supervisor should consult with Human Resources with any questions or concerns before approving or denying the request. Approval is at the discretion of the employee’s supervisor and HR.

- DOC hours must be reported on the employee’s time sheet as “DOC Pay”. Hours reported will be charged to the employee’s DOC Pay and the employee will then be paid for those hours. The total number hours you will be paid for on your DOC pay are equal to 4 hours for Part-Time employees and 8 hours for Full-Time employees.

©Adjoin

The following conditions apply to DOC Pay:

- **Partial Day Absence Permitted:** DOC pay may be used to cover partial day absences in full hour increments only.
- **Not cashable:** No payment is made to a staff member in lieu of volunteer time off.
- **Coinciding holiday:** When a company holiday falls during a staff member's approved volunteer time off, the day is paid as holiday time rather than as volunteer time off
- **No carry-over:** Day of Change hours that are unused at the end of the calendar year (December 31) are forfeited.
- **Changes in FT/PT status:** Employees will be granted DOC pay dependent upon employment status on January 1st of every year: 4 hours for Part-Time employees and 8 hours for Full-Time employees. Employees may only take the amount granted on January 1st during that calendar year regardless of additional changes in PT/FT status throughout the calendar year.

One Flutter Donation Process

All team members may receive reimbursement for up to a $25 annual donation to a charitable organization of their choice. The organization must be a 501(c)(3).

- Employees will submit a request for reimbursement for their donation via expense management in UKG. A receipt or proof of payment must be submitted to receive reimbursement for the donation and must be from an organization with 501(c)(3) status.

Eligible organizations:

ADJOIN Team members may volunteer or contribute to any organization that is meaningful to them under the following guidelines:

- "One Flutter" funds must be used to contribute to organizations that match with ADJOIN's values. We ask that team members ask themselves if the organization they are considering volunteering for meets this criterion prior to their participation under the "One Flutter" program.
- "One Flutter" funds may not be used for organizations that discriminate based on race, color, age, gender, religious creed, veteran status, marital status, sexual orientation, pregnancy, childbirth, national origin or ancestry, physical or mental disability, medical condition or genetic information, or political affiliation.

©Adjoin

- While DOC pay can be used for any organization that meets the above criteria, the "One Flutter" donation reimbursement will only be given to organizations that meet 501(c)(3) status and are able to issue a receipt based on these criteria.

Effective Date: July 1, 2020

Revised: January 1, 2025

©Adjoin

10.40 Paid Sick Leave

Adjoin will grant **paid** sick days in accordance with the law.

Eligible employees are entitled to use up to a maximum of 40 hours of paid sick leave per calendar year. Employees may use this leave to obtain preventative care or diagnosis, care or treatment of an existing health condition, illness or injury of the employee or an "***eligible family member***" or **"designated person."** Employees may also use this leave for *Safe Time.* Safe Time means time away from work that is necessary due to domestic violence, sexual assault or stalking for the employee or the employee's eligible family member. Safe Time may be used to obtain medical attention, services from victim service organizations, counseling, relocation, or legal services all related to or resulting from domestic violence, sexual assault or stalking.

Eligible Family Members include:

- a child (biological, adopted, stepchild, foster, legal ward or child of registered domestic partner are applicable)
- a parent (biological, stepparent, foster, legal guardian, adoptive or parent of spouse are applicable)
- spouse (legally married under the laws of California or registered domestic partner are applicable)
- registered domestic partner
- grandparent
- grandchild
- sibling (brother or sister, whether related through half blood, whole blood, or adoption, or one who is a stepsibling are applicable)

Designated person is a person identified by the employee at the time the employee requests paid sick days.

Eligibility Requirements

To be eligible for paid sick leave, any Part-Time, Full-Time and/or Temporary employee must work at Adjoin. Eligible employees *may use sick hours earned beginning after their 60th day of employment.*

©Adjoin

Sick Time Earned

Eligible employees will earn 40 hours of sick time ***upfront*** in their sick bank upon hire of employment ***or*** every January 1. **Employees are only entitled to use a maximum of 40 hours of paid sick leave per calendar year.**

Definitions:

Use:	The use of paid sick leave is limited to 40 hours per calendar year.
Upfront:	Paid Sick leave is earned upon hire and every January 1 thereafter.

If during a calendar year you need more than 3 consecutive days off from work, notify your supervisor, as far in advance as possible to determine ***if*** you are eligible for time off per any other state and/or federal leave law. Employee paid sick leave will run concurrently with any approved applicable leave of absence.

When employment is terminated, employees will *not* receive Sick pay for any unused Paid Sick time earned at the time of termination.

If Adjoin rehires an individual within one year of termination, we will reinstate the individuals' previously unused Paid Sick time.

Notification to Supervisor

Employees should notify their supervisor, as far in advance as possible whenever they are unable to report for work or must leave early due to the reasons outlined and entitled under this policy. The notice should include a reason for the absence and an indication of when the employee can be expected to report for work. If the supervisor is unavailable, notification should be made to the appropriate on-call staff or other supervisory staff in the office.

For an absence of more than three consecutive workdays, Adjoin requires documentation signed by a licensed health care provider indicating the need for the amount of paid sick leave taken. The documentation does not require specification of the nature of the injury, illness, or medical condition.

©Adjoin

Electronic Timesheet Logging

All Non-Exempt (Hourly) employees are required to log all their time – work, paid time off (PTO), paid sick, etc. – into their electronic timesheet daily.

Exempt (Salaried) employees are required to log all paid non-work time (PTO, SICK, etc.) into their electronic timesheet for PTO and SICK bank balance tracking purposes only.

Effective Date: July 1, 2015

Revised: January 1, 2023

©Adjoin

10.41 Health Benefits

Adjoin may offer medical, dental, vision and other health-related benefit plans available to some or all its employees. The company reserves the right to amend its employee health benefits at any time.

The Organization may elect to pay a portion of the premium for employee medical and dental coverage for those qualified employees, as well as a portion of their spouse, children, or registered domestic partner, as defined in our plan documents which follow all provider plan requirements.

Per California law, an employee's eligibility for health benefits cannot exceed a 60-day waiting period for full time employees. Benefits are effective on the first of the month following a 30-day waiting period, not to exceed 60 days.

Effective July 1, 2014, all full-time eligible employees who elect to enroll in the company's group health plans must enroll between the 30th and 60th day of continuous full-time employment. Group health benefits are effective the first of the month following 30 days & completion of the benefits packet.

Employees declining health benefits must sign a declination statement if they do not wish to participate. This declination statement may allow an employee, under certain circumstances, to enter at a future time without being subject to an insurance carrier's right to refuse coverage.

Employees whose work status changes from part-time to full-time, may apply for benefits after 30 days of continuous full-time employment.

©Adjoin

For Example:	
Employee: A. Smith	Employee: A. Smith, was hired on July 1, 2014 as a full-time employee and will become eligible for health benefits on August 1, 2014. Coverage is effective on August 1, 2014 which is the first of the month following or coinciding with 30 days. In this example, coverage coincides with the 30-day waiting period.
Employee: B. Smith	Employee: B. Smith was hired on July 16, 2014 as a full-time employee and will become eligible for health benefits on August 15, 2014. Coverage is effective on September 1, 2014 which is the first of the month following or coinciding with 30 days. In this example, coverage begins the first of the month following the 30-day waiting period.

Premiums are paid by payroll deduction. Employees may elect to have contributions deducted before payroll taxes (pre-tax).

At termination of employment or loss of benefits eligibility, employees are eligible to temporarily continue health coverage under COBRA.

For a complete summary of health providers and coverage details, please refer to the ***Employee Benefits Information Guide*** which is available on our website or in each office.

Effective Date: June 1, 2005

Revised: July 1, 2014

©Adjoin

10.42 Leaves

Adjoin may grant a leave of absence without pay to regular full-time and regular part-time employees for a reasonable period. A leave of absence begins once an employee has been off work for three consecutive workdays and requires additional time off work. All leave of absence requests will be granted on a fair and equitable basis to all eligible employees.

All requests for leave of absence shall be granted in accordance with the guidelines, requirements, and restrictions of State and Federal leave acts. Employee paid sick leave will run concurrently with any approved applicable leave of absence as applicable and in coordination with other mandated leave benefits such as SDI or PFL.

In addition to mandated leaves as set forth by law, Adjoin may also grant an employee a 'Personal Leave.' Personal leave may be granted at the discretion of the CEO or their designee.

Notification to Supervisor

Employees should contact their supervisor as soon as they become aware of the need for a leave. For an absence of more than three consecutive workdays, Adjoin requires documentation signed by a licensed health care provider indicating the need for the amount of leave requested. Additionally, the employee or the employee's supervisor (if the employee is unable to complete due to illness) shall submit a leave of absence request form.

Benefits

For those employees receiving group health benefits, Adjoin will maintain group health insurance coverage for an employee on certain kinds of leave, as required by law, up to a maximum of 12 workweeks if such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. Employees are responsible for their share of premium contributions, as applicable.

Employees on an approved leave extension who exceed 12 work weeks will be offered a 30-day grace period. After that 30-day grace period Adjoin will no longer continue benefits on group health plans. Employees may continue their group health insurance coverage through Adjoin in conjunction with federal COBRA guidelines by making monthly payments to the COBRA administrator for the relevant premium. Employees

©Adjoin

should contact Human Resources for further information (this provision only applies to employees receiving group health benefits). Adjoin may recover premiums it paid to maintain health coverage for an employee who fails to return to work following a leave.

Upon returning from a legally applicable leave of absence, the employee will be offered their previous position unless the job no longer exists, has been filled to maintain operational efficiency, or the employee is unable to perform the job responsibilities.-If the employee's former position is not available, a substantially similar position will be offered unless there is no substantially similar position available or filling the available position would substantially undermine Adjoin's ability to operate safely and efficiently, or the employee is not capable of performing the job responsibilities. If an employee returning from leave is unable to perform the essential functions of the job because of a physical or mental condition, Adjoin's obligations to that employee may be governed by the Americans with Disabilities Act (ADA).

Personal Leaves

A personal leave of absence may be granted to an employee by the CEO or their designee. All accrued applicable paid leave must be used prior to the beginning of any unpaid portion of the leave. Continuation of group health benefits may not be protected under a personal leave of absence and will be determined based on applicable regulations and plan documents.

Adjoin is not obligated to grant such a leave of absence and may consider such requests on a case-by-case basis. Any request for a personal leave of absence must be in writing from the employee stating the reason(s), circumstances, and length of the requested leave. The employee's request must be submitted at least ten (10) working days prior to the beginning of the requested leave, if foreseeable. Employees will be required to utilize any paid time available to them during their personal leave as applicable.

If the employee is unable to return at the end of an approved personal leave, they must submit their extension request at least ten (10) working days prior to the end of their approved leave, if foreseeable. Adjoin will review additional leave requests in conjunction with any obligations Adjoin may have with an employee that may be governed by the American with Disabilities Act (ADA).

©Adjoin

Upon expiration of an approved personal leave of absence, the employee may be reinstated to the position held at the time the leave was granted, if such a position is still available. Failure on the part of the employee to report for work, or to notify their supervisor of any extenuating circumstances promptly at the expiration of the leave of absence, shall be deemed a voluntary resignation from employment if the employee does not return at the expiration of the approved leave.

Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

The federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) provide eligible employees the opportunity to take unpaid, job-protected leave for certain medical and nonmedical needs for themselves, family members, or 'designated person'. Each of these leaves is explained below. The maximum amount of leave available under this policy is twelve (12) weeks of CFRA leave in a 12–month period and twelve (12) weeks of FMLA leave (26 weeks where military caregiver leave applies) in a 12–month period, some or all of which may run concurrently.

Eligibility

To be eligible for leave under this policy, employees must meet all of the following requirements:

1. Have worked at least twelve (12) months for Adjoin
2. Have worked at least 1,250 hours for Adjoin over the twelve (12) months preceding the date the leave would commence.
3. FMLA only: Currently work at a location where there are at least fifty (50) employees within seventy-five (75) miles.

All periods of absence from work due to or necessitated by service in the uniformed services are counted as hours worked in determining eligibility.

©Adjoin

Conditions Triggering Leave

The FMLA and CFRA have differing definitions of "family member." Only FMLA allows employees to take up to twenty-six (26) weeks of leave to provide care for an injured military family member. Only CFRA has "designated person" in addition to their definition of "family member" as the classes of people for whom an employee may take leave to care for. Because of this, FMLA and CFRA leaves may not always run concurrently. In general, CFRA/FMLA leave may be taken for any of the following reasons:

Reasons for Leave (See related definitions at the end of the policy.)		**CFRA**	**FMLA**	**Both**
To care for or bond with:	An employee's newborn child or newly place foster or adopted child.			X
	A domestic partner's newborn child or newly placed foster or adopted child.	X		
To care for a family member or "Designated Person" with a serious health condition who is the employee's:	Spouse, parent or child under age 18, or age 18 or older who is incapable of self-care.			X
	"Designated Person" – any individual related by blood or whose association with the employee is the equivalent of a family relationship	X		
	A domestic partner, child or registered domestic partner's child of any age, parents-in law sibling, grandparent, or grandchild.	X		
The employee's own serious health condition that makes the employee unable to perform his or her job, excluding leave for the medical disability related to pregnancy and birth.				X
The employee's own medical disability related to pregnancy and birth.			X	
A qualifying military exigency related to the covered active duty or call to covered active duty of an employee's spouse, parent or child in the United States armed forces.				X
Military caregiver leave for a service member with a serious health condition (defined under "Definitions") who is the employee's spouse, domestic partner, child, parent or next of kin.*			X	

©Adjoin

*The situations outlined above may be modified based on the specific circumstances, relationships of the parties, and the law as it stands or may be modified.

*CFRA leave will run concurrently when the family member, regardless of military status and with the exception of next of kin, meets the standard criteria for a serious health condition.

Designated Person

"Designated Person" under CFRA is defined as any individual by blood or whose association with the employee is the equivalent of a family relationship. The designated person would need to be identified at the time the employee request leave. Employees are limited to one "designated person" per 12-month period for family care and medical leave.

The 12-Month Measurement Period

ADJOIN measures the period of twelve (12) months in which leave is taken by a rolling calendar year. For a military caregiver leave, an eligible employee may take up to twenty-six (26) workweeks of leave in a single 12-month period. The single 12-month period begins on the first day leave is taken to care for a covered service member and ends twelve (12) months thereafter, regardless of the method used to determine leave availability for other CFRA/FMLA-qualifying reasons.

Intermittent and Reduced-Schedule Leave

Eligible employees may take leave in a single block of time, intermittently (in separate blocks of time) or by reducing the normal work schedule. Intermittent leave to bond with a new child must be taken in two-week increments, with a shorter duration allowed on two occasions.

Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt Adjoin's operations. Intermittent leave is permitted in the same increments as provided in Adjoin's sick or paid-time-off leave policy.

©Adjoin

Interaction with Paid Leave

Depending on the purpose of the leave request, Adjoin may require employees to use accrued paid sick leave as applicable concurrently with some or all of the leave taken under this policy. To use paid leave for FMLA/CFRA leave, eligible employees must comply with Adjoin's normal procedures (e.g., call-in procedures, advance notice) for the applicable paid-leave policy.

Employees will be required to utilize any paid time available to them during their leave as applicable.

Employee paid-leave accruals will not continue during unpaid periods of FMLA/CFRA absence or when only disability payments are being received.

Maintenance of Health Benefits

If employees and/or their families participate in Adjoin's group health plan, Adjoin will maintain coverage during FMLA/CFRA leave on the same terms as if employees had continued to work. If applicable, employees must make arrangements to pay their share of health plan premiums while on leave. In some instances, Adjoin may recover the premiums it paid to maintain health coverage or other benefits for employees and/or their families while employees were absent. Use of FMLA/CFRA leave will not result in the loss of any employment benefit that accrued prior to the start of leave under this policy. Employees should consult the applicable benefit plan document for information regarding eligibility, coverage and benefits.

Procedures

When seeking leave under this policy, employees must provide the following to Human Resources:

1. Thirty (30) days' notice of the need to take FMLA/CFRA leave if the need for leave is foreseeable. In the case of unforeseeable leave, notice must be provided as soon as practicable and in compliance with Adjoin’s normal call-in procedures, absent unusual circumstances.

©Adjoin

2. Medical documentation supporting the need for leave due to a serious health condition affecting the requesting employee or a covered family member or service member within fifteen (15) calendar days of Adjoin's request for the certification (additional time may be permitted in some circumstances). Second or third medical opinions may also be required when allowed.
3. For qualifying exigency leave: Within fifteen (15) days of the request, an employee requesting qualifying exigency leave may be required to provide appropriate supporting documentation in the form of a copy of the covered military member's active duty orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member.
4. An employee must provide periodic reports as deemed appropriate during the leave regarding the employee's status and intent to return to work.
5. A return-to-work release may be required before returning to work if the leave was due to the employee's serious health condition.

Failure to comply with these requirements may result in delay or denial of leave or disciplinary action, up to and including termination. Leave under this policy will be governed by and handled in accordance with CFRA- and FMLA-applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations

Employer Responsibilities

To the extent required by law, Adjoin will inform employees whether they are eligible for leave under the FMLA/CFRA. Should employees be eligible for FMLA/CFRA leave, Adjoin will provide eligible employees with a notice that specifies any additional information required, as well as their rights and responsibilities. Adjoin will also inform employees if leave will be designated as FMLA/CFRA-protected and, to the extent possible, note the amount of leave counted against employees' leave entitlement. If employees are not eligible for FMLA/CFRA leave, Adjoin will provide a reason for the ineligibility.

©Adjoin

Job Restoration

Upon returning from FMLA/CFRA leave, employees will typically be restored to their original position or to an equivalent position with equivalent pay, benefits and other employment terms and conditions.

Failure to Return After Leave

If an employee fails to return to work as scheduled after FMLA/CFRA leave or if an employee exceeds the authorized FMLA/CFRA entitlement, the employee will be subject to Adjoin's other applicable leave of absence, accommodation and attendance policies. This may result in termination if the employee has no other Adjoin-provided leave available to her/him/them that applies to the continued absence. Likewise, following the conclusion of the FMLA/CFRA leave, Adjoin's obligation to maintain the employee's group health plan benefits ends (subject to any applicable COBRA rights).

Pregnancy Disability Leave

Adjoin provides employees with job-protected unpaid leave, up to four months, for disabilities relating to pregnancy, childbirth or related medical conditions (meaning a physical or mental condition intrinsic to pregnancy or childbirth). For the purposes of leave under this policy, “four months” mean the number of days the employee would normally work within four calendar months (one-third of a year equaling 17 1/3 weeks), if the leave is taken continuously, following the date the pregnancy leave commences.

Adjoin also provides reasonable accommodations, to the extent required by law, for conditions related to pregnancy, childbirth or related medical conditions. In addition, a transfer to a less strenuous or hazardous position or duties may be available pursuant to an employee’s request, if such a transfer is medically advisable. Employees requesting a leave or reasonable accommodation should promptly notify Human Resources.

For more information regarding leave under this policy employees should contact Human Resources.

©Adjoin

Eligibility

All employees who experience disabilities relating to pregnancy, childbirth or related medical conditions (meaning a physical or mental condition intrinsic to pregnancy or childbirth) may request leave or a reasonable accommodation under this policy

Use of accrued paid leave

Accrued paid sick leave must be used concurrently with leave taken under this policy. If SDI benefits have begun, the employee may choose to supplement those benefits with accrued paid sick leave. Paid sick leave and SDI benefits combined may not exceed 100% of regular pay.

Additionally, employees may choose to use accrued paid leave (such as vacation or paid time off), concurrently with some or all of the leave under this policy. To receive paid leave, eligible employees must comply with the company's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice). If SDI benefits are being paid, accrued paid leave and SDI payments combined may not exceed 100% of pay.

Maintenance of health benefits

If employees and their families participate in Adjoin's group health plan, Adjoin will maintain coverage during leave under this policy on the same terms as if employees had continued to work. If applicable, employees must make arrangements to pay their shares of health plan premiums while on leave. In some instances, Adjoin may recover premiums it paid to maintain health coverage or other benefits for employees and their families. Use of leave under this policy will not result in the loss of any employment benefit that accrued prior to the start of leave under this policy. Employees should consult the applicable plan document for information regarding eligibility, coverage and benefits.

Procedures

When seeking leave or a reasonable accommodation under this policy, an employee must provide Human Resources with the following:

- A completed Leave of Absence Request Form
- As soon as practicable and if possible, prior to commencing leave, a statement from their health care provider supporting the request for leave or reasonable

©Adjoin

accommodation. The statement should confirm that the requested leave or reasonable accommodation is based on a pregnancy-related disability, and if the statement is provided in support of a leave request, the statement should include an anticipated start and end date. An employee must also supply periodic reports as deemed appropriate during the leave regarding the employee's status and intent to return to work.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination.

Employer responsibilities

To the extent required by law, Adjoin will inform employees whether they are eligible for leave under this policy. Should employees be eligible for leave, Adjoin will provide eligible employees with a notice that specifies any additional information required, as well as their rights and responsibilities.

As detailed in the California Family Rights Act (CFRA)-Family and Medical Leave Act (FMLA) Policy, Adjoin will also inform employees if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against employees' leave entitlements. If employees are not eligible for FMLA leave, Adjoin will provide a reason for the ineligibility.

Additionally, Adjoin will engage in an interactive process with employees who request a reasonable accommodation under this policy.

Job restoration

Upon returning from leave, employees will typically be restored to their original positions or to equivalent positions with equivalent pay, benefits, and other employment terms and conditions.

Failure to return after leave

If an employee fails to return to work as scheduled after leave under this policy, or if an employee exceeds the leave entitlement, the employee will be subject to the company's other applicable leave of absence, accommodation and attendance policies. Adjoin will

©Adjoin

review additional leave requests in conjunction with any obligations Adjoin may have with an employee that may be governed by the American with Disabilities Act (ADA).

Reproductive Leave Loss

Following a reproductive loss event, in accordance with California Law, Adjoin will allow up to 5 days (40 Hours) of unpaid leave.

A reproductive loss event is defined as the day – or for a multiple day event, the final day – of a:

- Failed Adoption
- Failed Surrogacy
- Miscarriage
- Stillbirth
- Unsuccessful Assisted Reproduction

Employees may utilize accrued paid time off during, sick, or float day to cover paid time away from work during the leave and/or be taken unpaid.

Eligibility

To be eligible for this leave the employee must be employed with Adjoin for at least 30 days prior to taking this leave. This leave is limited to no more than 20 days within a 12-month period, even if an employee experiences more than one loss within that time.

This leave may be taken on nonconsecutive days but must be taken within three months of the employee's loss. Employes that take any other leave – prior or immediately following a loss – must complete their reproductive leave within three months of other leave ending.

Process for Requesting and Applying for Reproductive Loss Leave:

Employee should submit their written request via a Leave of Absence Request Form to their supervisor to indicate that they are requesting Reproductive Loss Leave and the dates requested. Employees may enter their time off in their timecards.

©Adjoin

Military Caregiver Leave

Military caregiver leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illness while on active duty. Within the single 12–month period described above, an eligible employee may take a total of twenty-six (26) weeks of CFRA/FMLA leave, including up to twelve (12) weeks of leave for any other CFRA/FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the single 12–month period, an eligible employee may take up to sixteen

(16) weeks of CFRA/FMLA leave to care for a covered service member when combined with up to ten (10) weeks of CFRA/FMLA leave to care for a newborn child.

Military caregiver leave applies on a per-injury basis for each service member. Consequently, an eligible employee may take separate periods of caregiver leave for each covered service member and/or for each serious injury or illness of the same covered service member. A total of no more than twenty-six (26) workweeks of military caregiver leave, however, may be taken within any single 12–month period.

Qualifying Exigency Leave

Employees who meet the eligibility standards set forth above are eligible to request qualifying exigency leave. Although qualifying exigency leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the total leave exceed twelve (12) weeks in any 12–month period (with the exception of military caregiver leave as set forth above).

Eligible employees may take unpaid qualifying exigency leave to tend to certain exigencies arising out of the duty under a call or order to active duty of a covered military member (i.e., the employee's spouse, child or parent). Up to twelve (12) weeks of qualifying exigency leave is available in any twelve (12) month period, as measured by the same method that governs measurement of other forms of leave within this policy, with the exception of military caregiver leave, which is subject to a maximum of twenty- six (26)

©Adjoin

weeks of leave in a single 12–month period. The maximum amount of qualifying exigency leave an employee may use to bond with a military member on short-term, temporary rest and recuperation during deployment is fifteen (15) days.

Persons who can be ordered to active duty include active and retired members of the armed forces, certain members of the retired Reserve and various other Reserve members, including in the Ready Reserve, Selected Reserve, Individual Ready Reserve, National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve and Coast Guard Reserve.

A call to active duty refers to a federal call to active duty, and state calls to active duty are not covered unless under order of the president of the United States pursuant to certain laws.

Qualifying exigency leave is available under the following circumstances:

1. **Short-notice deployment:** To address any issue that arises out of short notice (within seven (7) days or less) of an impending call or order to active duty.
2. **Military events and related activities:** To attend any official military ceremony, program or event related to active duty or a call to active duty status, or to attend certain family-support or assistance programs and informational briefings.
3. **Child care and school activities:** To arrange for alternative child care; to provide child care on an urgent, immediate-need basis; to enroll a child in or transfer a child to a new school or day care facility; or to attend meetings with staff at a school or day care facility.
4. **Financial and legal arrangements:** To make or update various financial or legal arrangements or to act as the covered military member's representative before a federal, state or local agency in connection with service benefits.
5. **Counseling:** To attend counseling (provided by someone other than a health care provider) for the employee, the covered military member, or a child or dependent when necessary as a result of duty under a call or order to active duty.
6. **Temporary rest and recuperation:** To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to fifteen (15) days of leave for each instance of rest and recuperation.
7. **Post-deployment activities:** To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military

©Adjoin

for a period of up to ninety (90) days following termination of the covered military member's active duty status. This also encompasses leave to address issues that arise from the death of a covered military member while on active duty status.

8. **Mutually agreed leave:** Other events that arise from the close family member's call or order to active duty, provided that ADJOIN and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

Worker's Compensation Disability Leave

Adjoin will grant a workers' compensation disability leave to employees with occupational illnesses or injuries in accordance with state law. Whenever possible, Adjoin will try to reasonably accommodate such employees with modified work.

Workers' compensation disability leave runs concurrently with FMLA under both federal and state law. Employees should contact their supervisor as soon as they become aware of the need for a workers' compensation disability leave.

Employees must report all accidents, injuries, and illnesses no matter how small to their immediate supervisor. In addition, employees must provide Adjoin with a certification from a healthcare provider.

Workers' compensation disability leaves are without pay. However, employees may utilize accrued paid time off during the leave. All such payments will be coordinated with any state disability workers' compensation or other wage reimbursement benefits for which they may be eligible. At no time shall an employee receive a greater total payment than the employee's regular salary.

Bone Marrow/Organ Donation Leave

Adjoin provides eligible employees up to 30 days in a 12–month period of paid leave to donate an organ to another person, and up to five days in a 12–month period of paid leave to donate bone marrow to another person. An additional unpaid leave of up to 30 business days in a 12–month period may be granted to an employee donating an organ.

To be eligible, employees must have been employed with the company for 90 days immediately preceding the commencement of leave. Additionally, the company may require

©Adjoin

written certification that the employee is a bone marrow or organ donor and that the procedure is medically necessary.

Employees will be required to use up to five days of their accrued paid time off for leave under this policy to donate bone marrow, and up to two weeks of their accrued paid time off for leave to donate an organ.

Procedures

Employees requesting leave under this policy should comply with the following requirements:

- Employees should request leave under this policy with as much advanced notice as practicable.
- In support of their request for leave under this policy, employees should complete a leave of absence request form and provide human resources with appropriate written certification that they are organ or bone marrow donors and that there is a medical necessity for the donation.
- During leave under this policy the company will maintain coverage for employees and their family members who participate in the company's group health plan on the same terms as if the employees had continued to work. If applicable, employees should make arrangements to pay their share of health plan premiums while on leave. In some instances, the company may recover premiums it paid to maintain health coverage or other benefits for employees and their families.
- Use of leave under this policy will not result in the loss of any employment benefit that accrued prior to the start of the leave. Employees should consult the applicable plan document for all information regarding eligibility, coverage and benefits.

Upon returning from leave under this policy, employees will typically be restored to their positions, or to equivalent positions, with equivalent pay, benefits, and other employment terms and conditions.

Military Leave (USERRA)

Adjoin will comply with the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA) and applicable California laws pertaining to military leave. As the laws change, or as interpretations of the laws change, military leave benefits for Adjoin

©Adjoin

employees may change accordingly. No attempt is made in this policy to cover all possible situations and circumstances that may arise when an employee is ordered to active duty. Therefore, as military leave situations arise, employees should consult with their supervisor and/or Human Resources for current and complete details regarding their military leave rights as an employee.

Adjoin employees may go on military leave for active duty in the armed services of the United States. Military leave is an **unpaid** leave and protects the serviceperson's job for varying amounts of time dependent upon the employee's length of service in the military. To be eligible for Military Leave, employees must submit written verification from the appropriate military authority. Adjoin will reinstate employees returning from military leave to their same position or one of comparable status and pay if they:

- Have a certificate of satisfactory completion of service;
- Inform Adjoin within 90 days after release from active duty or within such extended period, if any, as specified by law; and
- Are qualified to fill their former position.

Exceptions to this policy will occur wherever necessary to comply with applicable laws.

While on military leave, the employee is entitled to full employment benefits given to employees on leave including COBRA opportunities, and to continue to accrue seniority and 403b vesting. The employee is entitled to use accrued PTO if he/she/they wish and Adjoin cannot require that it be used. Upon return he/she/they will immediately return to regular status with no waiting period for health or other benefits.

California Civil Air Patrol

ADJOIN will comply with 10 days per calendar year of unpaid leave after 90 days of employment for Civil Air Patrol leave" requested by an employee who is a volunteer member of the California Wing of the civilian auxiliary of the United States Air Force commonly known as the Civil Air Patrol and who has been duly directed and authorized by the United States Air Force, the California Emergency Management Agency, or other political subdivision of the State of California that has the authority to authorize an emergency operational mission of the California Wing of the Civil Air Patrol, to respond to an emergency operational mission, within or outside of the state, of the California Wing of the Civil Air Patrol.

©Adjoin

Family Military Leave Act

On October 2007, California enacted the Family Military Leave Act (Section 395.10 of the California Military and Veterans Code) that was effective immediately.

ADJOIN will grant up to ten (10) days of **unpaid** leave to eligible employees who are spouses or registered domestic partners of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict.

To be eligible for family military leave, an employee must:

- Work an average of 20 or more hours per week.
- Be the spouse of a "qualified member" of the United States Armed Forces, National Guard, or Reserves. A "qualified member" is a member of the United States Armed Forces who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or a member of the National Guard or Reserves who has been deployed during a period of military conflict.
- The employee must provide Adjoin notice of intention to take family military leave within two business days of receiving official notice that the employee's military spouse will be on leave from deployment
- The employee must provide Adjoin with documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

An employee's eligibility for family military leave shall not affect any other leave to which the employee is otherwise entitled. The Act does not affect an employee's rights with respect to any other employee benefit provided for in other laws.

Witness and Victims of Crime Leave

Adjoin acknowledges that, on occasion, employees may have an obligation to participate in judicial proceedings either as a witness or because the employee or a close family member was victimized by certain serious crimes. Adjoin authorizes leave to attend those proceedings under the circumstances described in this policy.

©Adjoin

If you are required to attend a judicial proceeding either as a witness or as a crime victim (or a close family member of a crime victim), you must inform Human Resources/your supervisor as soon as possible to make arrangements for a leave of absence. Adjoin reserves the right to require employees to provide proof of the need to attend the proceedings to the extent authorized by law.

Employees may use vacation, personal leave, paid sick leave, or other time off available to you.

Any employee who is a victim of a crime or a close family member of a crime victim who takes leave to attend judicial proceedings related to that crime.

You are expected to return to work if you are excused from the judicial proceedings during regular working hours or released from the judicial proceeding earlier than expected.

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

Retaliation for an employee's taking leave permitted under this policy is strictly prohibited.

Victims of Domestic Violence, Sexual Assault, or Stalking

Adjoin is committed to supporting employees who are victim of domestic violence, sexual assault, stalking or other qualifying acts of violence. Employees are entitled to take leave or request accommodations to address their safety, well-being, and legal needs

Eligible Reasons for Leave

Employees who have been the victim, or whose immediate family members have been the victim, of domestic violence, sexual assault, stalking or other qualifying crimes may take leave to:

- Seek any relief to help ensure the health, safety, or welfare of the employee or the employee's child.
- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

©Adjoin

- Pursue legal actions such as obtaining restraining orders or participating in court proceedings
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for domestic violence, sexual assault, or stalking.
- Take safety measures, such as relocation, to protect against future domestic violence, sexual assault, or stalking.
- Provide care or assistance to a family member who is a victim of crime or abuse.

As a condition of taking time off for a purpose set forth in subdivision, the employee shall give Adjoin reasonable advance notice of the employee's intention to take time off, unless the advance notice is not feasible.

When an unscheduled absence occurs, Adjoin shall not take any action against the employee if the employee, within a reasonable time after the absence, provides a certification to the employer. Certification shall be sufficient in the form of any of the following:

- A police report showing that you were a victim of a covered crime.
- A court order protecting you from the perpetrator or other evidence from the court or prosecuting attorney that you appeared in court.
- Documentation from a medical professional, domestic violence or sexual assault victim advocate, health care provider, or counselor showing that your absence was due to treatment for injuries from domestic violence, sexual assault, or stalking

Use of Paid Sick Leave

Employees may use accrued paid sick leave for time off related to domestic violence, sexual assault, stalking or other qualifying crimes.

Workplace Accommodations

Employees who are victims of domestic violence, sexual assault, or stalking may request an accommodation for safety at work, including a transfer, reassignment, modified schedule, changed work telephone, changed work station, installed lock, assistance in documenting domestic violence, sexual assault, or stalking that occurs in

©Adjoin

the workplace, an implemented safety procedure, or another adjustment to a job structure, workplace facility, or work requirement, or referral to a victim assistance organization.

Assembly Bill 2992 expands the protections of existing Labor Code provisions afforded to employees who are victims of crime, domestic violence, sexual assault, or stalking. The law prohibits employers from discharging, or discriminating, or retaliating against, an employee who is a victim of crime or abuse for taking time off work to obtain relief, as prescribed. AB 2992 also prohibits an employer from taking adverse action against such an employee for an unscheduled absence from work, if the employee provides documentation (including from a victim advocate) verifying that they were receiving services for their injuries, or that the crime or abuse occurred. The law expands the categories of protected time off work taken under these circumstances to include: seeking medical attention for injuries caused by the crime or abuse, obtaining services from certain types of entities, obtaining psychological counseling or mental health services, or participation in safety planning or other actions to increase safety from future crime or abuse.

Firefighters, Reserve Peace Officers, and Emergency Rescue Personnel Leave

In accordance with state law, Adjoin will provide temporary leaves of absence of up to 14 days per calendar year to employees who serve as volunteer firefighters, reserve peace officers or emergency rescue personnel for the purpose of engaging in fire, law enforcement or emergency rescue training. This is an unpaid leave of absence.

Jury Duty

Employees will be allowed time off to attend jury duty. Adjoin may request team employees to ask to be excused from service, or request postponement, if their absence from work would create a serious hardship to the organization. Employees must submit a copy of the original summons to their manager as soon as it is received. For periods of service longer than two days, Adjoin may require proof that the employee attended jury service.

A one (1) day, paid leave of absence for full-time **regular** employees will be granted. A four (4) hour paid leave of absence for part-time **regular** employees will be granted for the

©Adjoin

same purpose. Employees may use vacation, personal leave, paid sick leave, or other time off available to you.

Adjoin will not continue to pay wages for an employee called for jury duty beyond the time.

Bereavement Leave

In the event of a death in the family of an employee, he/she will be allowed five (5) normally scheduled working days off following the death of a family member. Three (3) of these days will be paid and the remainder of the time would be unpaid however the employee may elect to use Paid Time Off, Sick and/or Float. Bereavement leave must be taken within three (3) months of the family member's date of death. The five days of bereavement leave do not need to be taken consecutively; they can be intermittent.

"Eligible family member" is defined as:

- Spouse or domestic partner
- Child
- Parent
- Sibling
- Grandparent
- Grandchild
- Parent-in-law.

The employee will be paid his/her regular daily rate for three (3) of the workdays missed. Additional two (2) days may be used from accrued paid time off and/or be taken unpaid.

Process for requesting and applying bereavement time:

Employee should submit their written request via a Leave of Absence Request Form to their supervisor to indicate that they are requesting bereavement leave, the dates requested, as well as the relationship of who has passed away. Supervisor will manually enter bereavement time on the employee's timecard.

Time Off To Vote

If you are scheduled to be at work during that time and you do not have enough time outside of working hours to vote at a statewide election, California law allows you to take up to two hours off to vote, without losing any pay. You may take as much time as you

©Adjoin

need to vote, but only two hours of that time will be paid. Your time off for voting can be only at the beginning or end of your regular work shift, whichever allows the freest time for voting and the least time off from your regular working shift, unless you make another arrangement with your employer. If three working days before the election you think you will need time off to vote, you must notify your employer at least two working days prior to the election.

POLLS ARE OPEN FROM 7:00 A.M. TO 8:00 P.M. EACH ELECTION DAY

Effective Date: January 1, 2001

Revised: January 1, 2025

©Adjoin

10.43 Employee Pay Advances and Loans

Adjoin does not provide pay advances or employee loans and partners with outside resources to provide employees with the financial tools to manage everyday challenges such as early access to earned wages and funds for unplanned expenses.

Employees will be provided information on partnering resources upon hire and may have to meet minimum requirements of partnering resources to be eligible to participate.

Effective Date: September 1, 1998

Revised: October 1, 2019

10.44 Company-Sponsored Events

Adjoin may sponsor events and social functions for the benefit of team members, clients, and supporters of the organization. Adjoin may also hold fundraising events.

These social functions or parties may be held on or off site. All company-sponsored events, the location, budget, and guest list, must receive prior approval from the COO, CEO or their designee.

Office/Holiday Events

The date and location of any function should be arranged to accommodate the schedules of as many staff members as possible. All team members within the sponsoring area or office will be invited to attend. No party or function may be held at a staff's home or residence.

Adjoin's contribution will not exceed the per-member amount specified by the CEO or their designee. Guests of an Adjoin employee attending will be responsible for their own costs.

Alcoholic Beverages

The presence and/or consumption of alcohol beverages at any company-sponsored event must receive prior approval of the CEO. The consumption of alcoholic beverages by team members and guests of Adjoin brings special considerations:

1. **Public Intoxication** - California Penal Code 647(f) makes it a misdemeanor crime to be found in any public place under the influence of any liquor, drug or controlled substance if:

a. The person's public intoxication makes him or her unable to exercise care for his or her own safety or the safety of others; or

©Adjoin

b. By reason of the public intoxication, the person "interferes with, obstructs, or prevents the free use of any street, sidewalk, or other public way."

2. **Driving While Intoxicated** – California DUI / DWI defendants consists of two different statutes: California Vehicle Code Section 23152 (a), and Vehicle Code Section 23152 (b).

1. The first count focuses on whether the driver was under the influence of alcohol or drugs to the extent that they are "unable to drive their car with the same caution characteristic of a sober person, of ordinary prudence, under the same or similar circumstances." This is the legal standard for being considered under the influence of alcohol or "DUI" in California courts.
2. The second count, known as the "per se" charge, concentrates on whether the driver's blood alcohol content (BAC) was .08 percent or greater. Whether the motorist seemed to be driving perfectly before the traffic stop or performed field sobriety tests with textbook precision does not matter with this count. It is a charge that is based purely on body chemistry.

3. **Working while Intoxicated** – Team members who are scheduled to work following the functions or party are to be aware of Adjoin's Policy and Procedures regarding reporting to work while appearing to be under the influence will be strictly enforced.

The exhibiting of any of the above actions by team members may result in disciplinary actions up to and including termination.

Effective Date: November 20, 1998

Revised: January 1, 2023

©Adjoin

10.45 Lactation Policy

Adjoin provides reasonable accommodation to an employee who needs to express breast milk for the employee's infant child. The company will make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area for the employee to express milk in private, shielded from view and free from intrusion while employee is lactating. Such space will meet the requirements of the California Labor Code including a surface to place a breast pump and personal items, a place to sit, access to electricity, a sink with running water, and a refrigerator for storing breast milk.

Procedures

An employee may request an accommodation for lactation breaks by submitting a lactation accommodation request form to her department supervisor.

The department supervisor must submit request to Human Resources to discuss options for accommodating the employee. The employee will be included in the discussion as needed and informed of the decision.

The requested break time should, if possible, be taken concurrently with other scheduled break periods. Any such breaks will be unpaid.

The company reserves the right to deny, in writing, an employee's request for a lactation break if the additional break time will seriously disrupt operations.

Employees have the right to file a complaint with the labor commissioner for any violation of rights provided under Chapter 3.8 of the California Labor Code regarding lactation accommodations.

Effective Date: January 1, 2020

Revised: January 19, 2021

©Adjoin

10.46 PTO Exchange

Adjoin offers employees access to a program called PTO Exchange, which gives employees the option to convert a portion of their accrued and unused vacation time to a number of different employee benefits during their employment. Specifically, accrued, and unused vacation time can be converted to:

- 403(b) Contributions
- Student Loan, Tuition and 529 Plan Reimbursements
- Leave Sharing Donations

Requirements for Exchange:

Employees of Adjoin must maintain a balance of 40 hours to be eligible to make an exchange. Employees can exchange a maximum of 80 hours per calendar year. The minimum hours that can be exchanged during any one transaction is 1 hour. All hours not exchanged on the PTO Exchange platform are subject to Adjoins' standard Vacation Policy.

Service Charge:

All employees exchanging vacation time must accept a service charge of 7.5% of the value of the time exchanged, which is required by the IRS to avoid constructive receipt and is paid to PTO Exchange for use of its platform.

Payment:

All PTO Exchange transactions, and corresponding reimbursements will be reflected on your regular paycheck as taxable income with applicable required payroll tax withholding.

Leftover Vacation Time at Separation:

Any accrued and unused vacation time not converted under the PTO Exchange program will be paid out to employees without any service charge when they leave Adjoin.

Questions and Getting Started:

©Adjoin

For questions regarding the program, please contact PTO Exchange at support@ptoexchange.com or the Adjoins' HR Team at Human.Resources@adjoin.org.

Effective Date: October 1, 2025

©Adjoin

11. Code of Ethics

Purpose

To establish, describe, and assign responsibility for implementation of standards of conduct, business ethics, and the organization's Corporate Compliance Plan.

Directors, officers, committee members, volunteers and employees of Adjoin ("Representatives") must adhere to the Code of Ethics and of all laws, rules and regulations applicable to the conduct of Adjoin's activities; and must exercise the highest standards of integrity and sound ethical judgment.

A Representative who knowingly violates any portion of the Code or permits an employee under his or her supervision to do so, is subject to disciplinary action up to and including termination.

Representatives must fully disclose knowledge of any matter that would violate the Code of Ethics and its implementation through the Compliance Plan.

Code

All Representatives of Adjoin shall:

- Adopt as their highest priority the delivery of quality programming and services to our clients.
- Maintain a climate of trust, loyalty, and mutual respect for all Adjoin stakeholders: clients, volunteers, employees, and members of the communities we serve.
- Present to the community-at-large, a truthful, professional demeanor intended to reflect positively on Adjoin as an organization worthy of public trust and support.
- Be effective stewards of the agency's resources, both human and financial; and, use those resources to further the organization's Purpose, Mission, and Vision
- Uphold all applicable laws, regulations, and organizational policies.

©Adjoin

- Refrain from taking any actions that would cause, or appear to cause, a conflict of interest.
- Strive for personal and professional growth.

Legal Compliance

- Adjoin shall comply with all governmental laws, rules, and regulations in all its activities. This means that Representatives are to avoid any activity that involves or could lead to the involvement of Adjoin, its assets or its Representatives in any unlawful practice.
- It is the personal responsibility of all Representatives to acquaint themselves with the legal standards and restrictions applicable to their duties and responsibilities and to conduct themselves accordingly.
- Representatives are expected to observe the additional standards of business and personal ethics specified in the Code of Ethics and to conduct themselves in a manner that would not be an embarrassment or detriment to the organization.
- Should a Representative become aware of any actual or potential violation of the code, they must immediately contact the Chief Executive Officer (CEO) or Board Chair. Questions or interpretations of the Code should be brought to the attention of the CEO or Board Chair.
- Clients, their relatives, friends, or legal representatives, may ask for the Client's signature to be witnessed on several different documents. Adjoin Team Members have no legal responsibility to witness the signing of any of the documents. The role of a Team Member is to deliver professional support and care to the Client and participating in a client's legal affairs undermines that role. The witnessing of any legal documents is prohibited. Documents may include:
    - Powers of attorney
    - Guardianship
    - Advance Directives
    - Last will and Testament

©Adjoin

Treatment of Persons Served

- Persons served give up no legal rights when they agree to participate in a program operated by Adjoin. All legal rights of persons served shall be fully recognized.
- Persons served must always be treated with dignity and respect.
- Every reasonable effort will be made to reduce, mitigate, or eliminate attitudinal, architectural, and communication barriers that may exist.
- All organizational activities must be conducted in an environment that promotes the process of assisting persons served achieve their full individual potential.
- The files relating to persons served shall be strictly confidential. Only those persons authorized for valid reasons relating to the quality of service delivered shall have access to the filed.
- Input from persons served shall be recognized as paramount to the successful delivery and evaluation of services rendered and shall be received in a respectful and thoughtful manner.

Financial Practices

- All financial practices of Adjoin shall conform to applicable state and federal laws.
- All donor-restricted funds will be used in a manner that is consistent with the intent of the donor.
- All funds will be used in the most effective and efficient manner to achieve the mission of the organization. Appropriate policies regarding use of funds, including an annual budget, will be adopted and utilized in making decisions about the allocation of funds.
- All fund development activities will conform to ethical standards.
- Policies will be developed to guide investment of long-term (endowment) and short-term (working capital) investments.

©Adjoin

Fair Dealing

- Agency Representatives should deal fairly, courteously and professionally with donors, clients, employees of clients, suppliers, employees, and others.
- No Representative shall take unfair advantage through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair-dealing practice.

Communications & Marketing

- All statements about Adjoin, made either oral or written by any Board member, volunteer or staff member shall be accurate. Representatives of the agency will refrain from making statements if they are not certain of their accuracy.
- The CEO and senior officers are responsible for making public communications about the operations and business condition of Adjoin. The Board of Directors shall cause full, fair, accurate, timely, and understandable disclosure in public communications about Adjoin. Only persons who have been specifically assigned the responsibility to make public communications on behalf of Adjoin may do so.
- All accounting for donations and distributions shall be done in a manner that not only follows generally acceptable accounting procedures, but also enables a good and accurate understanding of the business affairs for donors, clients, and the community.
- Every attempt will be made to portray the agency honestly in all official literature, including but not limited to: Annual Report, promotional brochures, grant requests, videos, etc.
- Adjoin recognizes the value of treating agencies performing similar work in the community with respect. It will not engage in activities for the sole purpose of undermining the reputation of such organizations or detracting from the ability of such organizations to fulfill their mission of serving individuals with disabilities.

©Adjoin

Confidential Information

- Representatives shall protect Adjoin's confidential information as well as that of its donors, clients, suppliers, volunteers, fellow employees, and others. "Confidential Information" means any and all confidential and/or proprietary knowledge, data or information of Adjoin. By way of illustration but not limitation, Confidential Information includes (a) trade secrets, inventions, intellectual property of all types, ideas, procedures, processes, data, formulae, methods, software, source and object codes, programs, know-how, improvements, discoveries, developments, experimental or work in development, designs, and techniques; (b) information regarding the operation of Adjoin, services, plans, marketing and business plans, budgets, accounts, financial statements, licenses, licensors, licensees, contracts, prices and costs, suppliers, current or potential clients, clients and donors; information developed in research, client needs analysis, and donor solicitation; (c) information regarding clients and services provided to such clients; (d) the skills, tasks and compensation of Adjoin's employees, contractors, and any other service providers of ADJOIN; and (e) the existence and substance of any business discussions, negotiations, or agreements between Adjoin and any third party. The unauthorized use or disclosure of Confidential Information is prohibited.
- Adjoin's policy is that all information developed or shared, as the result of its activities, is proprietary and an important asset in the operation of its services. Unauthorized use or disclosure of this information is prohibited.
- Representatives of Adjoin perform services directly to and in the interests of its clients and contracted organizations in accordance with the highest traditions of professional ethics. It is vital to the successful functioning of the process that all personal information of clients and details of services be held in complete confidence. Every effort must be made to prevent the disclosure of such confidence without the clients' express consent.
- The information Adjoin develops in research of client needs, analysis, and donor solicitation is original in nature and is essential to the Agency's continued success. This information shall be protected by all Representatives and not disclosed without proper authorization.
- In addition, Adjoin respects the intellectual and property rights of others. Representatives are required to fully comply with U.S. and foreign laws and regulations protecting such rights.

©Adjoin

Disclosure of Confidential Information

To protect confidential information, it is Adjoin policy that:

- Confidential information of Adjoin shall be disclosed within the Agency only on a "need-to-know" basis.
- Confidential information of the Agency shall be disclosed outside only when required by law or when necessary to further Adjoin's business interests and then only in accordance with the Agency's disclosure guidelines.
- However, it is understood and agreed that Adjoin may publish periodic reports concerning the types of clients, together with a brief descriptive statement of the nature of the services rendered. Names of individuals or agencies will not be used in such publications unless specific written consent is given. The activity reports are to be made available to individuals, groups, foundations, corporations, and agencies for the purpose of reporting to the public as to the activities of the Agency and encouraging support for the continuation of the programs provided for nonprofit organizations.

Conflict of Interest

- Representatives shall avoid any personal influences or relationships that would affect their ability to act in the best interests of Adjoin.
- A conflict of interest occurs when an individual's private interest interferes, or appears to interfere, with the interests of the Agency. A conflict situation can arise when a Representative takes actions or has interests that may make it difficult to perform his or her Agency work objectively and effectively.
- Conflicts of interest also arise when a Representative or a member of his or her family receives improper personal benefits as a result of his or her position in the organization.
- Representatives shall not have any financial or other relationships with suppliers, clients or competitors that would impair the independence of any judgment they may need to make on behalf of Adjoin.

©Adjoin

Corporate Opportunities

- Representatives are prohibited from
    - Taking for themselves opportunities that are discovered using Agency property, information or position;
    - Using Agency property, information, or position for personal gain, and
    - Competing with Adjoin.
- Representatives have an obligation to give their complete loyalty to the best interest of the Agency. Representatives may not acquire any interest, other than an interest in a publicly held entity, in outside entities, property or assets in which Adjoin has an involvement or potential interest without the approval of the CEO or Board of Directors.

Protection and Use of Property

- Representatives are charged with safeguarding Adjoin's assets and property and ensuring their efficient and proper use.
- All Agency assets shall be used for legitimate business purposes. The unauthorized personal use, borrowing, or removal of Agency property is prohibited. Adjoin's property shall not be given away, sold, or traded without proper authorization.
- Representatives who prepare, maintain or have custody of Agency records and reports must see that these documents are:
    - Accurate and complete and clearly reflect the assets and transactions of Adjoin;
    - Safeguarded from loss or destruction;
    - Retained for specified periods of time in accordance with the Agency's document retention policy; and
    - Maintained in confidence.

©Adjoin

- The direct or indirect use by Representatives of any funds or other assets of Adjoin for political contributions in any form (whether in cash or other property, services or the use of facilities) is prohibited.
- No gifts or entertainment shall be offered or furnished without proper authorization.

Reporting of Illegal or Unethical Activity or Misconduct

- Representatives are required to report suspected misconduct, violation of laws, rules, regulations, or this Code. Engaging in fraudulent, criminal or abusive activities while in the employ of Adjoin may result in disciplinary action up to and including termination. An employee arrested for misdemeanor or felony acts may be placed on suspension without pay, pending an investigation by the Chief Executive Officer or their designee and employees are required to report such action immediately to Adjoin.
- Any Representative who knows or believes that any other Representative or agent of Adjoin has engaged in or is engaging in improper conduct on behalf of the Agency; or, that any product, procedure, equipment, or facility is not safe and may injure any person or damage any property, is required to report such information to his or her supervisor, the CEO or the Chair of the Board of Directors.
- Representatives may report such information openly or anonymously, without fear of retribution.
- The CEO or the Board of Directors of Adjoin will investigate allegations of violations of Ethical codes within 10 days of the receipt of the allegation. Once the allegation has been investigated and the situation resolved a report will be prepared for the Board of Directors of Adjoin.
- It is against Agency policy for an officer or employee to discriminate or take adverse action against another employee who provides information to governmental authorities about actions they reasonably believe to represent misconduct.

©Adjoin

Employment Practices

- Adjoin is committed to maintaining a safe workplace free from illegal discrimination, intimidation, harassment, and retaliation.
- Adjoin is committed to fair employment practices, including hiring, pay, promotion, termination, disciplinary action and other terms and conditions of employment. Each employee, or prospective employee, shall be judged on his or her own merits without regard to race, religion, color, national origin, gender, gender identity, age, marital status, physical or mental disability, military or veteran status, sexual orientation or other status protected by applicable laws.
- It is Agency policy to provide a safe and secure workplace for employees and visitors. Representatives shall report unsafe conditions or any accidents, no matter how minor, to their supervisor. Adjoin has no tolerance for threats, intimidation, harassment, or acts of physical violence in its workplaces.
- The use of unlawful drugs is strictly prohibited in all Agency facilities. On occasions where special events are held on premises, alcohol may be permitted with CEO approval.
- The possession of weapons by Representatives or visitors, except while in the performance of law enforcement duties, while on Agency property or while on duty elsewhere is strictly prohibited. Adjoin has the right to search and inspect all Agency property and any personal property of an employee that is in or on Agency premises, vehicles or other property.

Electronic Media, Email and Internet

- Agency provided electronic media, email, and Internet access are for business purposes only. There is no expectation of privacy in the use of the Agency's media, email, or Internet access.
- All electronic mail, Internet, and Intranet facilities provided by Adjoin are the property of Adjoin. Personal use of electronic media, as in the case of personal telephone calls, is a limited privilege granted by the Agency and its officers. Adjoin reserves the right to limit, monitor, review, and disclose all communications made

©Adjoin

by use of its Agency provided media by any means, as it deems appropriate without the consent of the Representative. Copying of software or other copyrighted material is strictly prohibited.

- Electronic media may not be used to transmit, retrieve, store, or access any communications which are, in purpose or effect: discriminatory, harassing, or derogatory to any individual or group; obscene, defamatory or of a threatening nature; a misuse of confidential or proprietary information; or for any purpose which is illegal, against Agency policy or contrary to Adjoin's best interest.

Compliance Plan

The organization is committed to the establishment, implementation, and maintenance of a Compliance Plan. Please refer to specific policy for details.

No-Reprisal Reporting System

As part of its Policies and Procedures, Adjoin maintains a non-retaliatory system of Grievances and Complaints that clients and employees can use to report suspected abuse, waste, fraud, and other questionable activities and practices.

A "Corporate Compliance Notice" will be placed in strategic locations as a way to inform persons served, employees and other interested stakeholders about the organization's Corporate Compliance program and the system - including contact information - for reporting suspicious activities.

Upon receipt of any report of suspected wrongdoing, the Chair or CEO will initiate an immediate investigation. Investigations of corporate compliance matters will be conducted as outlined in the Policies and Procedures as a Grievance and Complaint.

Effective Date: January 1, 2009

Revised: January 1, 2023

©Adjoin

11.1 Whistleblower Policy

General
Adjoin subscribes to principles of ethics and conduct for its directors, officers, and employees that require them to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of Adjoin, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

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

No Retaliation
No director, officer, or employee who in good faith reports a violation of ethical conduct shall suffer harassment, retaliation, or adverse employment consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. An officer and/or director who retaliates against someone who has reported a violation in good faith is subject to a review of ethical conduct by the Board of Directors and may be subject to actions for removal from the board as prescribed in Article IV, Section 9 of the bylaws. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within Adjoin prior to seeking resolution outside of Adjoin.

Reporting Violations
This policy establishes an open-door mode of communication and suggests that employees and representatives of Adjoin share their questions, concerns, suggestions, or complaints with an appropriate supervisor, Officer, or Director who can address them properly. In the case of employees, an employee's supervisor is in the best position to address an area of concern.

However, if the employee is not comfortable speaking with their supervisor or is not satisfied with the supervisor's response, they are encouraged to speak with an Officer or Director. Supervisors are required to report suspected violations of ethical conduct to an

©Adjoin

Officer, who shall take action to investigate reported violations. For suspected fraud, or when the employee is not satisfied or is uncomfortable with following ADJOIN's open door policy, individuals should contact an appropriate Officer directly.

Compliance Responsibility

The Corporate Compliance Officer (CCO) of Adjoin is responsible for investigating and resolving reported complaints and allegations concerning violations of ethical conduct. An exception to this authority shall be in the event an allegation is made against an Officer or Director, in which case the complaint shall be investigated, and actions taken by the Board under its bylaws and policies.

Accounting and Auditing Matters

The Board of Directors shall address all reported concerns or complaints regarding accounting practices, internal controls, or auditing.

Acting in Good Faith

Anyone filing a complaint concerning a violation or suspected violation of ethical conduct must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious offense. A malicious or knowingly false accuser cannot utilize this policy as a shield against other actions and remedies under law.

Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Handling of Reported Violations

The complainant shall receive acknowledgement of the receipt of the reported violation or suspected violation within five business days.

©Adjoin

All reports will be promptly investigated, and appropriate corrective action will be taken if warranted by the investigation. Corrective action may include internal remediation or referring the matter to appropriate civil or criminal authorities.

Effective Date: January 1, 2009

Revised: January 1, 2020

©Adjoin

11.2 Legal Requirements

The management and staff of Adjoin are committed to the adherence and compliance of all local, state, and federal legal requirements and the regulations of the agencies under whose authority Adjoin operates.

Adjoin's mission and actions shall be consistent with our by-laws and articles of incorporation.

Effective Date: July 1, 1996

Revised: January 1, 2022

©Adjoin

11.3 Waste, Fraud, Abuse & Wrongdoing Policies

STANDARD
Adjoin will take timely and appropriate action against any waste, fraud, abuse, or other wrongdoing.

GENERAL AUTHORITY AND RESPONSIBILITY
The Board of Directors, the Audit Committee, and/or the Finance Committee have the responsibility and authority to resolve any issues not addressed by this procedure.

DEFINITIONS
Waste – The intentional or unintentional misallocation, abuse, destruction, or disregard for any of the organization's property and/or resources, including but not limited to physical, financial, legal and intangible.

Fraud - Any misrepresentation of facts by an individual. Typically, with the intent to deceive a person (employee, client, customer, etc.) or an organization (a vendor, funding sources, etc.) for the individual's own unlawful and/or unethical advantage (financial or otherwise.)

Wrongdoing – Behavior through action, inaction or indifference that leads to a result, which is unethical, socially unacceptable or results in adverse conditions which could have been reasonably prevented.

Abuse – To use ill, to maltreat, to misuse, to use with bad motives, or with wrong purposes for the benefit of self or others.

PROCEDURE
Reporting
It is the responsibility of every employee, customer, client, and vendor to report any suspicion or known act of waste, fraud, abuse, or wrongdoing to an independent member of Adjoin immediately.

©Adjoin

ADJOIN provides an online suggestion box for purposes of anonymity or confidentiality. It is the responsibility of the informed Adjoin staff (or the person having direct knowledge) of waste, fraud, or wrongdoing to report it to the Board of Directors, or a Corporate Officer (CEO, CFO, etc.) of the organization.

All reports will be handled with the strictest of confidentiality and will not result in any reprisals against the individual reporting the situation or incident.

ALL reports should be presented to the CEO.

Any reports of waste, fraud, abuse, or wrongdoing involving the CEO or Chief Financial Officer (CFO) should be presented separately to a member of the Board of Directors or the Audit Committee. The CEO and CFO should be informed beforehand that a report will be made to the Board or Audit Committee, but neither will have the authority to prevent the report from being properly presented.

Any reports of waste, fraud, abuse, or wrongdoing involving a Board Member, or an Advisory Committee member, should be presented to the Board Chair.

Responsibility

If the incident involves a member of Adjoin management or staff, it is the responsibility of the CEO to ensure a proper investigation is completed and a resolution is reached.

If the incident involves the CEO or CFO, it is the responsibility of the Board Chair to ensure a proper investigation is completed and a resolution is reached.

INVESTIGATION GUIDELINES

An independent, internal, or external, third party should complete investigations of reported waste, fraud, and wrongdoing.

Investigations should commence within 10 business days of an incident being reported to the proper level of authority.

The investigating, independent authority will be allowed to use any neutral and unrelated outside resource that is considered reasonably necessary to complete the investigation.

©Adjoin

This might include forensic accountants, attorneys, detectives, law enforcement, consultants, etc.

The independent investigating authority is required to interview and speak with all witnesses and/or related parties available who may have direct knowledge of the waste, fraud, or wrongdoing.

A written report should be completed and presented within 60-days of the investigation's commencement to the CEO or the Board President (Board President required if involving the CEO or CFO). The report should document all actions taken by the independent investigator, including witnesses spoken to, outside sources consulted or utilized, the methodology used to make any decisions or any conclusions, any potential on-going risks to the organization, and the final resolution. Upon reviewing the report upon completion, it is the responsibility of the proper authority (CEO or the Board) to determine if the investigation is satisfactorily resolved or requires further actions.

If there is no resolution reached within 60 days, a report of the status should be made to the proper authority. It should include the reason a resolution has not yet been reached, the actions taken to date, all open/pending issues, all scheduled actions to be completed, and an expected completion date.

Upon reviewing the report at 60-days, it is the responsibility of the proper authority (CEO or the Board) to determine if the investigation needs to be reassigned to ensure it is completed timely and properly.

Or it is the responsibility of the proper authority (CEO or the Board) to determine whether the investigation is proceeding on a reasonable time frame given all the known facts and circumstances.

Effective Date: June 1, 2009

Revised: January 1, 2020

©Adjoin

11.4 Corporate Compliance

“Corporate Compliance” is the sum of all actions, policies, procedures, reviews, audits, prevention strategies, corrective actions, modifications, staff training efforts, reporting systems, etc. that are developed and implemented by an organization and its employees to prevent and detect illegal or unethical activity and/or fraud, waste and abuse.

Adjoin is dedicated to the delivery of program services in an environment characterized by strict conformance with the highest standards of accountability for administration, business, program, marketing and financial management. Adjoin’s leadership is fully committed to the need to prevent and detect fraud, fiscal mismanagement and misappropriation of funds and therefore, and to the development of a formal corporate compliance program to ensure ongoing monitoring and conformance with all legal and regulatory requirements.

The organization is committed to the establishment, implementation, and maintenance of a Corporate Compliance Plan that emphasizes:

- Prevention of wrongdoing—whether intentional or unintentional
- Immediate reporting and investigation of questionable activities and practices without consequences to the reporting party; and
- Timely correction of any situation, which puts the organization, its leadership, staff, funding sources, or persons, served at risk.

By formal resolution, the Board of Directors has delegated overall responsibility for the Corporate Compliance Program to the Chief Executive Officer (CEO). The CEO will formally designate a Corporate Compliance Officer (CCO), monitor the organization’s corporate compliance program and provide periodic and regular reports to the Board of Directors on matters pertaining to the program.

©Adjoin

Corporate Compliance Plan

The Corporate Compliance Plan for Adjoin consists of:

- Adoption of the Corporate Compliance Policy and Plan by the Board of Directors;
- Designation of a Corporate Compliance Officer (CCO);
- Adoption of the Code of Ethics;
- Adoption of a "No Reprisal" system for use in reporting waste, fraud, abuse or other questionable activities and practices;
- Written procedures for:
    - Timely investigation of allegations of waste, fraud, abuse and/or other wrongdoing;
    - Dealing with violators of the organization's code of ethics in a fair and consistent manner; and
    - Dealing with violators of the organization's Compliance Plan in a fair and consistent manner; and
    - Ongoing staff training on Adjoin Compliance Plan.

Responsibilities of the Corporate Compliance Officer (CCO) are as follows:

- Chair the organization’s corporate compliance team and serve as the primary point of contact or resource for all corporate compliance issues, including scheduling regular team meetings, reporting on team activities and making recommendations to the CEO and/or Board of Directors as required;
- Develop, implement and monitor, on a regular and consistent basis, the organization’s corporate compliance plan, including all internal and external monitoring, auditing, investigative and reporting processes, procedures and systems;
- Prepare, submit, and present an annual Compliance Plan report to the Chief Executive Officer as requested or as may be required;

©Adjoin

- Regularly review and, if needed, update or revise the organization's Corporate Compliance policy and plan to ensure its continued relevance.

The CEO will ensure that the Board of Directors are informed on matters pertaining to corporate compliance and submit to the Board an Annual Compliance Plan Report to include:

- Summary of all allegations, investigations and/or complaints processed in the preceding 12 months in conjunction with the organization's Compliance Plan,
- A complete description of all corrective action(s) taken, and
- Any recommendations for changes to the organization's policies and/or procedures.

Notice

To inform persons served, employees and other interested stakeholders about the organization's Corporate Compliance program and the system - including contact information - for reporting suspicious activities, a "Corporate Compliance Notice" will be posted as follows:

- in strategic locations in all offices;
- annually in the company newsletter;
- annually in email notices to staff and/or other stakeholders via Constant Contact

Staff Training

Staff are to be trained on the Corporate Compliance Plan during their orientation training. During the training, the following information will be distributed to staff:

- Contact information of the current CCO and corporate compliance team members;
- Directions on how to report any suspected waste, fraud, abuse and/or other wrongdoing anonymously.

©Adjoin

Contacting the Corporate Compliance Officer (CCO)

To report any suspected waste, fraud, abuse and/or other wrongdoing, staff may contact the CCO or any corporate compliance team member directly. Reporting can also be done anonymously via the company's website using the following procedure:

- Log on to www.adjoin.org
- Click on the team login located near the bottom of the page
- Enter an anonymous message in the feedback box
- Submit

No-Reprisal Reporting System

As part of its Policies and Procedures, Adjoin maintains a non-retaliatory system of Grievances and Complaints that clients and employees can use to report suspected abuse, waste, fraud, and other questionable activities and practices.

Investigations of corporate compliance matters will be conducted as outlined in the Policies and Procedures as a Grievance and Complaint.

Organizational Response and Prevention Initiatives

Once a report has been received by the corporate compliance team, the CCO will immediately investigate or assign an investigator, either internal or external, whichever is appropriate, to research, document and confirm the allegation.

After an offense has been determined, Adjoin will take reasonable steps to respond appropriately to the offense and to prevent further similar offenses, including any necessary modifications to programs, policies and procedures.

Effective Date: January 1, 2009

Revised: January 18, 2010

©Adjoin

12. Financial Planning & Management

12.1 Financial Stability

The Board of Directors and management of Adjoin are dedicated to promoting the fiscal stability of Adjoin through strategic planning, informed budgeting, effective risk management, and knowledge of factors that may impact future financial stability.

Adjoin shall consider issues of cost effectiveness and quality when providing services and shall conduct its fiscal affairs in a manner consistent with the purposes of Adjoin and in accordance with responsible business practices and legal requirements.

Effective Date: July 1, 1996

Revised: January 18, 2010

©Adjoin

12.2 Accounting System

Effective 10/01/2021, Adjoin has migrated from MIP Fund Accounting to Sage Intacct, a cloud-based solution that will help us streamline processes.

The financial statements produced by the accounting system shall be the official financial records of Adjoin.

Both Accounting Systems enables the company to:

- Accurately record in timely basis financial information consistent with generally accepted accounting principles.
- Maintain a reliable, complete, and verifiable accounting system on an accrual accounting basis.
- Maintain a single integrated financial management system that serves program management, budgetary and accounting needs.
- Accurately recognize or record revenues from various sources by cost center area and by program.
- Accurately recognize direct costs and allocate indirect costs by cost center area and by program.
- Ensures that a vendor invoice can only be paid once.
- Maintain various accounting lists/databases within one system, including but not limited to the Chart of Accounts, Cost Centers, Programs, Vendors, and Clients.

Effective Date: January 1, 2009

Revised: January 1, 2022

©Adjoin

12.3 Journal Voucher Entry and Approval Process

This policy is designed to provide information on how to complete a Journal Voucher (JV) and how to document the Journal Voucher (JV) appropriately. Documentation of JV transactions is critical to ensuring that journal entry information is identifiable.

JVs are the transactions used to update the General Ledger (GL). They may be postings of original transactions, adjustments, reversals or corrections. JVs may be used to transfer amounts between GL accounts, cost centers and/or program cost codes in order to distribute charges, accrue, reverse, reclassify or correct data. Entries may involve GL account transfers within the same account or transfers between different accounts, cost centers and program codes.

JVs are entered in accordance with accounting period deadlines.

Types of Journal Vouchers or Entries

The following are the types of journal entries processed in the General Ledger (GL):

- **System Generated** – are created through alternate transaction modules like Accounts Payable, Accounts Receivable, Deposits, etc. These transactions are automatically posted to the appropriate GL and subsidiary accounts.

- **Manual** – are entered by staff directly into the accounting system via the JV Entry module like payroll, bank transfers and month-end entries.

- **Correcting** – may be system generated or manual entries and are created to adjust balances in revenue, expense, assets or liability accounts based upon a review of the transactions charged to the account.

Documentation Required

©Adjoin

It is the responsibility of the individual entering the JV to ensure it is entered in a timely manner and that adequate documentation is included. Adjoin requires that the documentation must provide enough detail to satisfy an auditor.

An explanation is required for all JVs to ensure that any questions arising regarding a JV can be answered by reviewing the transaction description and additional notes. Proper documentation is mandatory to ensure that there is no need for individual recollection.

For a correcting entry, include a copy of the original posting, why the correction is necessary and any required calculations.

All required supporting documents must be filed and retained per Adjoin's Document Retention and Destruction Policy.

Approval Authority

System Generated Entries

Please refer to the specific Adjoin policy for entries being made into specific transaction modules. For example, entries made into the Accounts Payable module must be supported per ADJOIN's Expenditure Approval Process policy.

Manual and Correcting Entries

The CEO shall review and approve JVs and/or supporting documents of all material and unusual (non-regularly recurring) transactions.

The CEO or CFO shall review and approve JVs and/or supporting documents of all regularly recurring transactions.

Prior Period Adjustments

Prior period adjustments must conform to FASB Statement No.16.

Effective Date: June 1, 2014

©Adjoin

12.4 Liquidity and Reserve Funds Policy

Available Resources and Liquidity

Adjoin regularly monitors liquidity required to meet its operating needs and other contractual commitments while also striving to maximize the investment of its available funds. Adjoin has various sources of liquidity at its disposal including cash and cash equivalents and lines of credit.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, Adjoin considers all expenditures related to its ongoing activities to be general expenditures. Interest income or dividends earned from invested unrestricted reserve funds are not available to meet operating needs as these earnings are re-invested into the reserve funds.

To help manage unanticipated liquidity needs, Adjoin maintains lines of credit that are drawn upon as needed during the year to manage cash flow and are then repaid as soon as practicable.

Financial assets in excess of daily cash requirements are invested in money market or other short-term investments. Financial assets in excess of annual cash requirements are transferred to unrestricted reserve funds which are invested. Adjoin operates with a balanced budget and anticipates collecting enough revenues to cover general expenditures not covered by donor-restricted resources.

Unrestricted Reserve Funds

The ADJOIN Board has designated the unrestricted reserve funds to meet the following strategic initiatives:

1) Operating Reserves — 60% of Unrestricted Reserve Funds
2) Mergers & Acquisition initiative — 20% of Unrestricted Reserve Funds
3) Capital Expenditure initiative — 20% of Unrestricted Reserve Funds

At the Board's discretion, unrestricted reserve funds could be made available to meet general expenditure needs.

©Adjoin

Donor Restricted Funds

Contributions received by the organization which are restricted by donors for ongoing programs will be available to meet the general expenditure needs of such program. Donations to the Butterfly Club are restricted for Adjoin client emergency needs.

Effective Date: December 31, 2018

©Adjoin

12.5 Funds & Approval

Billing & Revenue Invoice Control

This policy will apply to all billings for services rendered. It is designed to facilitate proper internal controls for billing and accounts receivable and to insure accurate coding for Adjoin's fund accounting system. This policy will apply to all billings for services rendered for all locations.

Most of Adjoin's billing must be submitted on forms provided by the payer; however, Adjoin must have its own form and numerical control system for proper accounting and internal controls.

- The Billing and Revenue Document Cover must be utilized for all billings for services rendered.
- Each billing must have a billing invoice number that is to be assigned in numerical order by the appropriate Accounting Clerk.
- The Accounting Clerk will account for all billing invoice numbers and maintain a sequential log for audit purposes.
- The Accounting Clerk will utilize the codes in Sage for coding the billing form.
- The Chief Financial Officer will assign additional codes for new services, locations and/or programs as needed.

Effective Date: October 2, 1995

Revised: January 1, 2025

©Adjoin

12.6 Cash Receipts & Deposits

This policy applies to all cash receipts to be deposited into the various corporate checking accounts. For the purpose of this policy, cash means cash, checks, government warrants, and money orders.

The following is Adjoin policy:

1. The mail will be received and opened by someone other than the person responsible for billing. In the absence of the employee designated as responsible for receiving and opening the mail the Chief Executive Officer or his/her designee will appoint someone else to receive and open the mail.
2. All checks and cash will be given to the designated Accounting Clerk for deposit preparation. All Checks will be stamped for deposit immediately upon opening the mail and received by the Accounting Clerk.
3. All cash will be deposited on the day received and will be safeguarded until the deposit is made.
4. Cash received from billing should be deposited in the General Checking Account. Cash received on behalf of a Client or the Client Advisory Committees must be deposited into the Trust Account. Cash intended for the 125 Cafeteria Plan employee benefit must be deposited into the Flex Spending Account. All other miscellaneous cash receipts – e.g. reimbursable client expense checks – may be deposited into the Impress or General accounts

Effective Date: October 2, 1995

Revised: January 18, 2010

©Adjoin

12.7 Accounts Receivable Recognition & Write Offs

This policy provides guidance for the recording, collection, and writing-off of accounts receivable. An Accounts Receivable represents an amount due to Adjoin for services that we have provided to a client on behalf of our customer. Our customers typically include the funding agencies that contract with us to provide these services to developmentally disabled individuals.

Accurate records are to be maintained on all accounts receivable. These include but are not limited to the complete billing name, billing address, contact numbers, and current signed service contracts.

Adjoin will identify and record accounts receivable on the month they are earned. To facilitate the timely receipt of payment from our customers, Adjoin will make sure that:

- Authorizations are received and on hand before recording the receivable. If authorizations are not received, receivables and revenues still need to be recognized and recorded in the month they were earned.
- Ensure that all receivable invoices are turned in to the appropriate funding agencies on their specified due date.

Adjoin will collect all amounts due to us where goods and/or services have been provided and payment is due. We will make a reasonable effort to collect all receivables on a systematic and periodic basis. We will assess a handling charge against the maker or drawer of a check, warrant, or order which is not paid due to insufficient or no funds.

The outstanding balance of each receivable should determine the extent of the collection effort. Reasonableness should be used in determining the effort expended in attempting to collect these amounts.

If a receivable proves to be uncollectible after collection efforts, the following are responsible for authorizing that these accounts be written off:

- Chief Executive Officer for write off amounts exceeding $20,000.00
- Chief Financial Officer and Chief Operating Officer for write off amounts up to $20,000.00
- Regional Directors for write off amounts up to $5,000.00
- Regional Managers for write off amounts up to $2,500.00

Effective Date: January 1, 2006

Revised: January 1, 2020

©Adjoin

12.8 Cash in Trust Bank Account

This policy will apply to all Trust Accounts currently established or to be established within Adjoin.

The Trust Bank Account is a noninterest bearing bank account. It contains funds that belong to the applicable individual clients and to various Adjoin Catalyst Social Clubs (CSC). For administrative purposes, Adjoin will pool Client and CSC funds; however, commingling of these funds is not permissible. The account will be reconciled every month with a ledger detailing the breakdown of the funds in the account.

All disbursements will be made in accordance with the stated purpose of the funds and will follow the guidelines set forth on the Expenditure Approval Process policy.

Reconciliation and Reporting
Adjoin will maintain a ledger detailing each deposit, disbursement, and balance for **each** individual client or CSC fund. Reconciliation of these ledgers will be done monthly and the ledgers will be submitted to the appropriate regional management staff.

Regional management staff are responsible for sharing individual client ledgers with the client's representative payee or appropriate client stakeholder(s).

Catalysts Social Clubs (CSC) funds
Local CSCs raise funds to meet the CSC's goals – like engaging in social activities. To safeguard funds raised and to ensure proper cash handling, funds raised by CSCs must be turned over to Corporate for deposit into the Trust account. To access funds in the account, CSC coordinators must submit a check request to Accounting per the guidelines set forth on the Expenditure Approval Process policy.

Client Funds
Adjoin does not serve as representative payee on behalf of our clients.
Client Representative Payees oftentimes cannot give funds directly to their client. Adjoin will assist both client and representative payee by acting as an intermediary in these transactions.

©Adjoin

Adjoin process for accepting client funds:

1) Before Adjoin can accept any client funds, the appropriate Regional Manager or Director must complete and submit to accounting the Client Representative Payee Information form.
2) The representative payee must issue checks payable to Adjoin on behalf of their client.
3) Adjoin deposits the funds into the Trust Account.
4) To access funds in the account, the client's Case Manager or assigned direct support professional must submit a check request to Accounting per the guidelines set forth on the Expenditure Approval Process policy.
5) Reconciliation and reporting of the individual client ledger is done monthly as detailed above.
6) Leftover client funds will be returned to the client's representative payee, as noted on the Client Representative Payee Information form.

Effective Date: January 1, 2001
Revised: January 1, 2023

©Adjoin

12.9 Petty Cash Funds

This policy will apply to all petty cash funds currently established or to be established within Adjoin.

The purpose of the Petty Cash Fund is to facilitate the prompt payment of miscellaneous small purchases within the established dollar limits of the fund. Petty Cash Disbursements are normally less than $100.00. Adjoin policy mandates that Petty Cash Disbursements must not exceed $600.00. Such fund is not for the purpose of making advances of travel or business expenses; however, upon the rare instance when such funds are needed such advance may be made upon the authorization of the Chief Executive Officer or the Chief Financial Officer with the employee signing for the funds and agreeing to supply the invoice or receipt immediately upon his/her return. In no case should personal or payroll checks be cashed from Petty Cash Funds.

A custodian shall be appointed for each petty cash fund established.

The primary responsibilities of the Petty Cash Fund Custodian are:

- Always keep the petty cash box locked and in a safe place.
- Authorize all requests for purchases from the fund.
- Ensure that receipts or invoices for petty cash purchases are obtained and attached to the Petty Cash Request whenever possible.
- Obtain the signature of the person (usually an employee) receiving petty cash monies.
- Initial any alterations to the petty cash request form.
- Balance the petty cash fund each time a reimbursement of the fund is requested or more often it is determined that balancing the fund is a problem. The authorized amount of the fund should never be under or over. The total of cash on hand added to the paid-out slips should always equal the total of the authorized fund amount
- Request reimbursement of the fund whenever the fund is about 50% depleted or sufficient for seven (7) working days.

©Adjoin

Reimbursement Procedures:

- List all petty cash disbursements on the Petty Cash Reimbursement Request form, and specify date, payee, description, location, general ledger account number, and dollar amount.
- Make sure that the signed and approved Petty Cash slips are attached to the invoice or receipt. These original receipts should then be taped on a separate sheet, in the same order as they appear on the form and attached to the reimbursement form.
- Total the Petty Cash Reimbursement Request items and makes sure that the cash on hand and the vouchers submitted for reimbursement always equals the total amount of the Petty Cash Fund.
- After the Petty Cash Reimbursement Request form is balanced, sign the form, obtain approval of your immediate supervisor, and submit all documents to the Corporate Office for reimbursement.

When there is a change in the employee designated as Petty Cash Custodian, it is the employee's immediate supervisor's responsibility to assign a new Petty Cash Custodian, and to assure a proper transfer and accounting of all funds. Supervisor is to complete an interoffice memo to Corporate Office stating who the new custodian is for approval. Upon approval, the Accounting Department will officially make the custodian change.

Petty Cash Fund Set-up Restrictions

No Petty Cash Fund will be established for the Adjoin Veterans SSVF program per SSVF and OBO (Office of Business Oversight) Guidelines.

Use of a Company Credit Card

In course of business, Adjoin may offer the use of a company credit card to cover programmatic and office expenses known as petty cash. This card will have a preset monthly spending limit based upon the budget of the region or program. The card is to be maintained by the regional program management staff member, and it is to be utilized by only the Program Manager, Regional

©Adjoin

Manager, Director, and/or Assistant Director or their authorized designee. Each transaction requires an itemized receipt, and the purchase must have a detailed explanation for its purpose or intent that is processed through Adjoins electronic documentation system. The credit card's intended use is to solely benefit the organization and/or its clients. The use of this credit card for personal expenses is prohibited. Misuse of credit cards or petty cash funds, failure to provide documentation, or repeated policy violations may result in disciplinary action, including reimbursement of unauthorized charges, card revocation, or termination.

Effective Date: September 11, 1995

Revised: January 22, 2026

©Adjoin

12.10 Expense Reimbursement and Expenditure Approval Process

As an internal control policy, Adjoin uses a corporate-wide Check Request system. Employees are prohibited from making purchases or incurring expenses on behalf of Adjoin unless they have received PRIOR authorization. Employees making unauthorized expenditures, contractual and/or purchase commitments of any kind are subject to disciplinary action, up to and including termination.

The approval authorities established by this policy apply to expenditures of every kind, including, but not limited to, contractual obligations, cancellation of agreements and contracts, purchase orders, purchase contracts, leases, vendor lines of credit, company credit cards and employee expense reimbursements (Expenditures).

Adjoin reimburses employees for all necessary and reasonable business out-of-pocket expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties and as a condition of continued employment.

What constitutes “necessary and reasonable” depends on multiple factors, including the employee’s job responsibilities, the employee’s performance expectations, and the actual costs incurred by the employee. Necessary work-related expenses may include, but are not limited to:

- Use of an employee's personal vehicle for business purposes (See business travel policy/mileage reimbursement for details).
- Business travel expenses such as meals and lodging (See business travel policy for details).
- Tools and equipment required to perform the employee's job.
- Use of an employee's personal cell phone for business purposes. (See personal cell phone reimbursement Policy for details).
- Adjoin requires employees obtain preauthorization to work from home from one of the following authorities based on the individual circumstances: Director, HR Director, COO or the CEO. Employees who work from home may request reimbursement for incurred business expenses that are reasonable and necessary such as office supplies, internet access and required equipment costs.

©Adjoin

OUT-OF-POCKET EXPENSE REIMBURSEMENT PROCEDURES

Employees who incur work-related out-of-pocket expenses are required to submit those expenses for reimbursement as follows:

- Employee reimbursement requests for out-of-pocket business expenditures must be submitted via UKG Workforce Management.
- Submitted expenses will be approved by the appropriate management level defined in the Expenditure Approval Process policy, outlined below.
- Employees must email receipts to payroll@adjoin.org and enter expenses into UKG workforce management. At minimum, the accompanying documents should substantiate the purchase date, the item that was purchased, the purchase amount, and that the employee purchased the item. This could result in the submission of multiple documents: An employee could submit a shipping invoice and a copy of their credit card statement to show payment of work-related expense.
- A pro-rata share of the expense will apply, when applicable. Adjoin will only be responsible for a reasonable percentage of that bill. ***In the case of home internet service plans, Adjoin will reimburse employees who work from home full-time $15 per month and employees who work form home part-time $7.50 per month.*** Employee reimbursement requests for out-of-pocket business expenditures must be submitted via UKG Workforce Management.

  Other work from home expenses may require comparing prior months' bills to the current month to establish an amount "attributable" to a work-related expense. Employees are required to complete the necessary calculations prior to submitting the expense for review and approval as defined in the Expenditure Approval policy, outlined below.

- Employees are expected to submit reimbursement requests for approval as soon as practicable, no later than 30 days after the expense is incurred.

Employees who believe that the amount they have been reimbursed does not represent a complete reimbursement should immediately contact Human Resources.

Employees are prohibited from making purchases or incurring expenses on behalf of Adjoin unless they have received PRIOR authorization. PRIOR authorization and approval must be IN WRITING and obtained as follows:

©Adjoin

Purchase, Lease, Sale or Encumbrance of Assets:
Up to $50,000: As provided by the Bylaws of Adjoin, the Chief Executive Officer (CEO) is authorized to approve any purchase, lease, sale or encumbrance of assets of Adjoin (including extensions or renewals of existing leases and encumbrances) if the value of the purchase, lease, sale or encumbrance is $50,000 or less.

Over $50,000: As provided by the Bylaws of Adjoin, the Board of Directors must approve every purchase, lease, sale or encumbrance of any asset of Adjoin if the value of the purchase, lease, sale or encumbrance is more than $50,000. (Extensions or renewals of existing leases and encumbrances do not require Board approval).

Unusual or Non-Regularly Recurring Expenditures:

Up to $50,000: The CEO is authorized to approve all unusual or non-regularly recurring Expenditures.

Over $50,000: The CEO must first authorize all such proposed Expenditures before they are submitted to the Board of Directors for approval.

Normal or Regularly Recurring Expenditures:

Up to $3,500: Case Coordinator Supervisors and Housing Coordinator Supervisors are authorized to approve normal or regularly recurring non-capital expenditure of up to $3,500 and must also authorize any proposed expenditure of more than $3,500 for their region before the proposed expenditure can be submitted to the appropriate level for approval.

Up to $6,000: Regional Managers (RM) and Program Managers (PM), are authorized to approve normal or regularly recurring non-capital expenditures of up to $6,000 and must also authorize any proposed expenditure of more than $6,000 for their region before the proposed expenditure can be submitted to the appropriate level for approval.

Up to $10,000: Directors are authorized to approve normal or regularly recurring non-capital Expenditures of up to $10,000 and must also authorize any proposed expenditure of more than $10,000 for their region before the proposed Expenditure can be submitted to the appropriate level for approval.

©Adjoin

Up to $20,000: The Chief Operating Officer (COO) and Chief Financial Officer (CFO) are authorized to approve normal or regularly recurring non-capital Expenditures up to $20,000 and are authorized to approve normal or regularly recurring capital expenditures up to $20,000 provided such capital expenditures are included in the currently approved Capital Budget.

These authorization and approval requirements are summarized below:

Amount or Value of Transaction or Expenditure	Prior Authorization Required By:	Prior Approval Required By:	Document or Check Signed By:
Purchase, lease, sale or encumbrance of assets up to $50,000		CEO	CEO *and* one other officer or Director
Purchase, lease, sale or encumbrance of assets over $50,000	CEO	Board of Directors	CEO *and* one other officer or Director
Unusual or non-regularly recurring expenditures up to $50,000	COO or CFO	CEO	CEO
Unusual or non-regularly recurring expenditures over $50,000	CEO	Board of Directors	CEO *and* one other officer or Director
Normal or regularly recurring non-capital expenditures up to $3,500		Case Coordinator Supervisors, Housing Coordinator Supervisors	CFO or CEO or COO
Normal or regularly recurring non-capital expenditures up to $6,000		Regional Managers, Program Managers	CFO or CEO or COO

©Adjoin

Amount or Value of Transaction or Expenditure	Prior Authorization Required By:	Prior Approval Required By:	Document or Check Signed By:
Normal or regularly recurring non-capital expenditures up to $10,000		Directors	CFO or CEO or COO
Normal or regularly recurring non-capital expenditures up to $20,000		COO or CFO	CFO or CEO or COO

Before any documents related to an expenditure is submitted for authorization to the appropriate individual authorized by this policy, they must be reviewed and recommended in writing by the initiating employee and approved for submission to the authorization process by the employee's Regional Director, Regional Manager, Program Manager, IBHM, EHAM, or COO.

When an expenditure (as documented by a check request, purchase contract, lease or other document) has been approved by the appropriate individual authorized by this policy, the CFO is authorized and instructed to approve appropriate payments made within the limits established by the approved documents and this policy.

The following procedures apply to Expenditures that do NOT have an authorized and signed purchase contract or lease:

1.	Complete a Check Request **IMMEDIATELY** after incurring an authorized expenditure and submit both the form and supporting documentation to the appropriate regional management employee for approval.
2.	The completed and signed Check Request with supporting documentation are then reviewed and approved/signed by the appropriate individual authorized by this policy then forwarded to the Accounting Department for payment processing.
3.	Employee reimbursement requests for out-of-pocket business expenditures must be submitted via UKG Workforce Management and be submitted within

©Adjoin

	30 days of incurring the expense. Submitted expenses will be approved by the appropriate management level defined in this policy.
4.	For Business Travel, please refer to that specific Policy. Employees are required to submit itemized expenditures and receipts within 30 days of incurring the expense via UKG Workforce Management Submitted expenses will be approved by the appropriate management level as defined in the Expenditure Approval Process policy.

Effective Date: August 1, 1996

Revised: January 1, 2025

©Adjoin

12.11 Bank Accounts & Reconciliations

This policy applies to all types of bank accounts owned or managed by the company.

1. All bank statements received will be opened and reviewed by the Chief Financial Officer or his/her designee. These statements **cannot be opened or reviewed** by the person responsible for reconciling these accounts.
2. All bank accounts will be reconciled monthly. The person responsible for reconciling the bank account cannot be responsible for opening the bank statement nor can they be a signatory of the account.

For Federal grants or awards:

1. If needed or required, a separate bank account will be opened for certain federal grants or awards.
2. Bank statements for this specific account will be opened and reviewed by a company officer (i.e. – Board Treasurer) who is not a signatory of the account.
3. This account will be reconciled monthly. The person responsible for reconciling this bank account cannot be responsible for opening the bank statement nor can they be a signatory of the account.

Effective Date: January 1, 2009

Revised: January 18, 2010

©Adjoin

12.12 Disbursements

It is our policy to enter payables into the Accounting System once all required and authorized documents have been received by the Accounting Department.

The designated accounting clerk responsible for the accounts payable function will not be a signatory on any of the bank accounts owned or managed by the company.

The disbursement procedures are as follows:

1. Match vendor invoices to the appropriate and authorized supporting documents. If needed, follow up with staff or vendors for any missing documentation.
2. Once all documents are in order, prepare a Voucher Cover for each payable. Please note that voucher covers are color coded to match different bank accounts. For instance, a blue voucher cover denotes payment from the General Account while a yellow voucher is for the Trust Account.
3. Accounts payable vouchers are entered in the system at least once a week and checks are generated on a weekly basis.
4. The Chief Financial Officer (CFO) or his/her designee selects the vouchers/invoices slated for payment for that week.
5. System generated checks are usually signed by the Chief Executive Officer or CFO. Please refer to the “Expenditure Approval Process” Policy for specific check signing authorities.

For security purposes, all unused checks are locked in a secured cabinet in the CFO’s office. The CFO’s office must also be kept locked at the end of each day.

Effective Date: January 1, 2009

Revised: January 18, 2010

©Adjoin

12.13 Obligations & Encumbrances

Company Credit Cards

Credit cards provide Adjoin a convenient and streamlined method of purchasing goods or services. These credit cards are issued to employees in their name in which ADJOIN is liable to the credit card company for all charges made by the employee.

Company credit cards are to be utilized for business purchases only. Cardholders are authorized to use the card to purchase goods as a function of their duties.

Company credit cards must never be used to purchase items for personal use. Unauthorized and/or inappropriate use of the credit card will be subject to revocation of the credit card and disciplinary action up to termination of employment.

It is the responsibility of each individual cardholder to:

1. Always safeguard the credit card and credit card account number. Lost or stolen credit cards must be reported immediately to the Accounting Department for cancellation and re-issuance of a new card.
2. Obtain and retain original itemized receipts for goods and services purchased. An employee may file an affidavit in lieu of a receipt if the original receipt is lost or could not be obtained. The purchase approval process as outlined in the policy needs to be followed even when using company credit cards.
3. Submission of company credit card receipts to Accounting can be done as follows:
    a) Submit these original receipts with a Reimbursement of Expense form to the appropriate approving authority in a timely manner to include a brief description of what the expense is and which office and/or program it is for. Once approved, these documents are then forwarded to the Accounting Department for matching to the appropriate credit card statement and for processing.

©Adjoin

b) For Divvy/Bill credit card transactions, submit these receipts via Divvy's website (getdivvy.com) to include a brief description of what the expense is and which office and/or program it is for. Expenses must be submitted within 30 days of incurring the expense or up to the 10th of the following month, whichever is earlier. Submitted expenses will be approved (for Divvy this is "Review" and "Lock") by the appropriate management level as defined in the Expenditure Approval Process policy.

4. Surrender the card and other corresponding documentation to your immediate supervisor prior to separation from employment.
5. Take any other steps necessary to ensure that the credit card is used only for authorized purposes.

Effective Date: January 1, 2006

Revised: January 1, 2025

©Adjoin

12.14 Leases – Office

As the sole agent for all contracts and obligations, the Chief Executive Officer (CEO) must execute all contracts, leases, or agreements between Adjoin and any other individual, partnership, or corporation. All such agreements must be completed utilizing our full legal name: Adjoin.

The CEO may delegate responsibilities for acting as Adjoin's representative in the field to the local manager or supervisor who is responsible for clearly communicating with the lesser.

All contracts, leases, or agreements shall be reviewed by the Chief Financial Officer (CFO) prior to their execution by the CEO.

Adjoin's leasing best practices include negotiating for the following provisions in all office leases:

Loss of Funding
In the event tenant's funding source is discontinued, tenant will have the option to terminate the lease upon providing a 90-day written notice to landlord.

Health or Safety Hazard
The lease shall include the tenant right and conditions to employ the abandonment remedy and terminate the lease due to health and safety issues that may range from exposed wiring, fire danger, mold and pest infestation, lead paint, a structural hazard, inadequate sanitation or a nuisance that endangers the health, life, safety, property or welfare of the occupants or the public.

In the event a health or safety hazard is identified at a Adjoin leased facility, this policy dictates the following protocol:

1.	Immediate evacuation of our employees and public is required. Call 911 ***if*** an emergency. Individuals shall seek medical attention, if needed.

©Adjoin

2.	Report the health or safety hazard to the Chief Operating Officer or the Chief Executive Officer. Further directions will be provided.
3.	Document the nature of the health or safety hazard, including the sequence of events, photos, and videos, as appropriate and for the duration of the issue.
4.	Adjoin will elevate communication of the health and safety hazard to our legal representative. The legal representative will communicate with the landlord in accordance with the lease and state law. Further steps may include reporting to the public health department/city building inspector, consultant inspections, and OSHA, as applicable.

When office space is leased, the following items must be presented with the lease:

- **Type of Premises & Underwriting Information for Insurance**
  - Adjoin cannot obtain insurance without all the information reflected on the bottom of the attached form. Submit this information with the contract for signature.
- **W-9 Request for Taxpayer Identification and Certification**
  - A completed W-9 form must be submitted along with the contract document. Adjoin is required by law to withhold taxes unless we have this document in our possession. The IRS Tax Identification number of the contracting party must be the same as that of the payee. IRS regulations require that the signed W-9 be in our possession before we make the first payment.

Effective Date: May 26, 1999

Revised: January 1, 2018

©Adjoin

12.15 Credit with Vendors

Adjoin is a Non-Profit Public Benefit Corporation. Adjoin was formally known as Client Development Programs and Career Development Programs, Inc.

- Incorporated as a 501(C)(3) California Corporation, July 25, 1983
- Federal (IRS) Tax Identification Number: 33-0008269
- Only the Chief Executive Officer or designee has the authority to establish credit with vendors.
- Any credit established must be established utilizing the corporation's full legal name, Adjoin.
- The Accounting Department completes these credit applications on behalf of an office and keeps the Credit Reference information sheet regularly updated. This information sheet should contain at least the following information:
    - Our full legal name
    - At least three trade references
    - Our bank references
    - Our Dun & Bradstreet file number: 87-458-4014
        - Dun & Bradstreet information may be accessed at www.DNB.Com. (Dun & Bradstreet may a charge for this service)
- Regardless of the credit arrangements made:
    - Expenditure Approval Process must be followed

As a non-profit corporation, directors, officers, and employees cannot personally guarantee the debts of the corporation.

Effective Date: March 24, 1997

Revised: January 18, 2010

©Adjoin

12.16 Consultants & Contractors

This policy applies to the engagement and payments for services rendered by individuals or firms who are not employees of Adjoin.

Once a service need has been determined, it is the responsibility of the originating party (i.e. Cost Center's Regional Director/Regional Manager/Program Manager or Chief Operating Officer) to:

- Determine the nature and scope of services required. This initial step includes research to determine reasonable costs for such service.
- Ensure that the desired professional has and maintains valid credentials, licenses and references applicable to the nature of their services.
- Ensure that the desired professional services cannot be performed economically or satisfactorily by existing staff.
- Ensure that funding is available within the cost center's budget to cover the cost of the negotiated fee.
- Gather a minimum of three detailed quotes from different vendors to include references and to thoroughly review these quotes and references.
- Once a consultant or contractor has been selected, initiate an independent consultant/professional service agreement before the utilization of any services.
- Ensure that no work is performed by the consultant until the consultant agreement has been executed by all parties (refer to the Expenditure Approval policy for approving authorities).

For all Federal grants or awards:

Prior to selecting and securing a new contractor or consultant, the SAM System for Award Management at https://www.sam.gov/ must be checked to ensure the individual or entity is **not** prohibited from receiving Federal funds.

Effective Date: January 1, 2009

Revised: May 30, 2013

©Adjoin

12.17 Property & Assets

Asset Capitalization, Depreciation, & Amortization

This policy will apply to all furniture, equipment, leasehold improvements, buildings, and software development costs to be acquired by Adjoin. This policy is designed to meet the standards of generally accepted accounting principles as required for certified public accountant's audits, and to meet the specifications of California Code of Regulations, Title 17, Health and Welfare Agency, Department of Developmental Services.

All capital assets which have been purchased or donated and which have a unit cost or donated value of at least $5,000 and a normal useful life of four years or more will be capitalized and depreciated or amortized over the useful life of the capital asset. Applicable specific details are effective as follows:

1. Furniture and equipment will be depreciated using a six-month depreciation convention in the year of acquisition and using the straight-line depreciation method over the estimated useful life.
2. Leasehold improvements that are capitalized will be amortized over the remaining life of the lease.
3. Software which has been developed within Adjoin and which has an estimated useful life of four years or more will be capitalized and depreciated beginning in the year the software is placed in service.
4. Buildings acquired for Adjoin utilization will be capitalized, and depreciation will begin on the day the item is placed in service.
5. Improvements to buildings owned will be capitalized, and depreciation will begin on the day the item is placed in service.
6. Individual separate items on the same invoice having a unit cost of less than $5,000 will be expensed in the year acquired. Examples of this are as follows:

©Adjoin

- A printer that cost less than $5,000
- Software programs that cost less than $5,000.
- A fax modem that cost less than $5,000 and which will be included in a central processing unit (CPU) previously acquired.
- Additional memory that cost less than $5,000 and which will be included in a CPU previously acquired.

7. When individual component parts are itemized separately on the same invoice, they will be grouped together and capitalized if in total they meet the $5,000 capitalization and four-year life requirement. An example of this is as follow:
    - A fax modem and additional memory included within the central processing unit (CPU) and acquired at the same time as the CPU.

Effective Date: January 1, 2001

Revised: June 1, 2014

©Adjoin

12.18 Disposition of Capital Assets

Capital assets for Adjoin purposes are generally property, vehicles, equipment, computer software, and furniture. Adjoin capitalizes all such assets that have an initial purchase price of $5,000 or more. Please refer to Adjoin's policy on Asset Capitalization, Depreciation and Amortization for more details. The Corporate Office of Adjoin maintains a detailed record of all capital assets. As provided by generally accepted accounting procedures, these assets are depreciated over the expected life of the asset.

This policy will constitute the disposition documentation form. A separate form must be utilized for each capital asset item.

- When an office recommends the disposition of a capital asset, either by selling, donating to another nonprofit organization, or by trashing/recycling, the Disposition of Capital Assets form (below) must be completed by the recommending office.
- The form must be approved and signed by the recommending office's RD/Regional Manager/Program Manager or Director of Operations.
- Once signed, the form must be forwarded to the Accounting Department for review and for the net book value information. The form is then forwarded to the CEO and his/her designee for approval.
- The approved capital asset disposition request will be returned to the Accounting Department for entry into the accounting system and to update the fixed asset list.
- A copy of the form will be attached to the journal voucher and the original will be filed in the Fixed Assets folder on our corporate server.

Effective Date: April 7, 1999

Revised: January 1, 2025

©Adjoin

DISPOSITION OF CAPITAL ASSETS FORM

I recommend disposition of the following asset:

Capital Asset Description:	
Acquisition Date:	
Office Location:	
Model #:	
Serial #:	
Disposition Method:	
Sale Price:	
Donated to:	
Reason for Disposition:	
Asset Cost:	
LESS Accumulated Depreciation:	
Net Value or Gain/(Loss) in Disposition:	

Recommended By: _____

Name and Signature

Accounting Review: _____

Name and Signature

Approved By: _____

Name and Signature

©Adjoin

12.19 Adjoin Property Assigned to Employees

Employees and other individuals are prohibited from removing Adjoin equipment from Adjoin's premises without proper approval and adequate records. When deemed necessary by management to facilitate productivity, employees may be allowed to utilize Adjoin equipment in their home office and/or vehicle. It is Adjoin policy that all equipment removed from Adjoin's premises must be properly assigned to the responsible individual.

Employees will utilize this policy and procedure statement as the official record for any equipment removed from Adjoin's premises.

Before removing any equipment from Adjoin's premises, approval must be obtained from the employee's immediate supervisor and the administrative approving authority as specified in Policy No. 11.2.6.

The sign out form must be submitted to the Chief Financial Officer so that the accounting records can properly specify the location of the property.

The sign out form will be forwarded to the appropriate RD/Regional Manager/Program Manager where it will be filed in the Employee's Personnel Record.

A separate form will be utilized for each equipment item.

The responsible individual must sign for the equipment and may be responsible for replacement cost should the item be lost or broken.

I have the above listed items in my possession for Adjoin business purposes, and I am responsible for returning these items to Adjoin.

When the property is returned a copy of this form is to be given to the individual and a copy is to be filed

Effective Date: January 6, 1999

Revised: January 18, 2010

©Adjoin

12.20 Personal Property

Employees who wish to bring personal items to a Adjoin office for use in the performance of his/her work duties (computers, etc.) are required to register those items with Human Resources. This will ensure that ADJOIN will recognize its responsibility for the registered items should a loss occur.

Employees should refrain from bringing to the office large personal property such as desks or other furniture which are bulky and difficult to transport. These types of items require prior approval by Human Resources and will be approved only under special circumstances.

Unregistered personal property and/or personal belongings that are not required in the performance of job duties will not be replaced should a loss occur.

Should an employee be involved in an auto accident while performing his/her job duties, Adjoin's insurance will only apply after the employee's insurance company has fulfilled its obligation. Adjoin's insurance will not apply if the employee was driving as an uninsured or unlicensed motorist. Neither Adjoin nor its insurance company will be responsible for the unauthorized possession of property, of an employee's automobile and/or its contents.

Effective: February 18, 1999

Revised: January 1, 2020

©Adjoin

12.21 Damage or Loss of Staff Property

By Client

Should a staff's property be stolen or damaged by a client while providing services on behalf of Adjoin staff must:

- Notify their immediate supervisor immediately of the incident.
- Complete an Employee Incident Report and Special Incident Report form detailing the incident and submit per policy.

Should staff request reimbursement for the item or repair of damage to the item it is their responsibility to submit an estimate of the cost of the fair market value of the item stolen or an estimate for the repair costs to Adjoin.

Adjoin may request up to three estimates prior to approving a reimbursable amount and may make a fair market value assessment for items that are older than two years of age.

Adjoin will make every attempt possible to have the client financially reimburse for property that they have stolen or damaged first. However, Adjoin recognizes that in many instances the client may be unable to fully reimburse the cost.

By Another Staff

Should another staff steal or damage a staff's property, the staff should notify supervisor of incident and file an Employee Incident report.

The staff should address the situation with the other staff, file police report, if appropriate prior to approaching Adjoin.

It would be at Adjoin's discretion whether staff would receive any reimbursement for stolen or damaged item.

While in Community

Adjoin is not responsible for damage incurred to an employee's vehicle while in the community, parked in public parking areas including parking areas at or around client homes and/or worksites

Effective Date: January 1, 2002

Revised: January 18, 2010

©Adjoin

12.22 Donations to Adjoin

Adjoin is a non-profit community service organization operating under section 501 (c) (3) of the Internal Revenue Code. Adjoin's Internal Revenue Service Identification Number is 33-0008269. Contributions of cash and/or property are deductible for Federal and State income tax purposes as provided in section 170 of the Internal Revenue Code. Property contributions are deductible at their fair market value. The following is valuable information regarding donations to ADJOIN.

Legal and certified accounting rules and regulations divide donations into distinct categories as follows:

1. Non-restricted Donations:

a. When the donor does not specify any restriction on the donation, the donation is considered non-restricted and the organization may utilize the money for any purpose within the organization's community service tax- exempt purpose.

2. Restricted Donations:

1. A donor can specify a specific purpose for his/her donation. When the donor specifies a specific purpose for the funds, the funds legally must be utilized for that purpose. Under generally accepted accounting rules the detailed records of the organization must specify the restriction placed on the funds.
2. To meet legal requirements and to avoid misunderstandings, restrictions placed on the utilization of funds by the donor must be in writing. If the funds are not to be expended for the purpose specified by the donor, a company representative, designated by the Chief Executive Officer, must obtain written permission form the donor to expend the funds for some other purpose. If this permission cannot be obtained, we are legally and morally obligated to return the funds to the donor.
3. Unless a restricted project has been established or approved by management, the organization should avoid the restriction of small donations for items or programs that will cost significantly more than the donation received. An example of this would be the receipt of $200 to build a swimming pool for clients.

©Adjoin

For Federal tax-deductible purposes involving donations of $250 or more, IRS regulations require that written documentation be sent to the donor. The Fair Market Value of donated items to Adjoin must be verified. The written substantiation should also note whether or not Adjoin provided any goods or services in consideration, in whole or in part, for the contribution and, if so, must provide a description and good faith estimate of the value of the goods or services. For example, if Adjoin held a fund-raising event that cost $50 per person and sold tickets for $100 per person, we must inform the donors that $50.00 of the $100.00 is deductible.

Donors may be provided with a copy of Adjoin's non-profit IRS determination letter. Since Adjoin's legal name is reflected on the IRS determination letter, it is important that the recipient be fully aware that ADJOIN is our doing business as named.

It is illegal and a violation of Adjoin company policy to allow anyone or any organization to utilize Adjoin's non-profit identification number for fundraising functions that are not completely controlled by Adjoin's management staff.

Effective Date: June 5, 1995

Revised: January 18, 2010

Revised: January 1, 2023

©Adjoin

12.23 Gift Acceptance Policy

Adjoin, a not for profit 501(c)3 corporation organized under the laws of the State of California encourages the solicitation and acceptance of current and deferred gifts from individuals, corporations, and foundations for purposes that will further and fulfill its mission.

Gifts can be made directly to Adjoin, the Butterfly Club, or the Community Catalysts Endowment Fund held by the San Diego Foundation. Gifts will be directed to the Community Catalysts Endowment Fund when they involve planned giving vehicles requiring the establishment and administration of various trusts as determined by the Board of Directors or if directed by the donor's wishes.

Purpose of Policies

The purpose of these policies is to provide a working document, which serves as a guide for minimizing risk and maximizing the intended results of the organization's endowment building program. Specifically, it seeks:

- To support a program of asset development, which encourages endowment gifts and others to further the organization's mission.
- To review opportunities for making planned gifts to permanently support the work of the organization.
- To clarify the terms of gifts which the Board authorizes the staff to accept on behalf of the organization.
- To educate the Board on potential problems that may make a specific gift unacceptable.
- To delineate the administrative responsibilities of the organization with respect to endowment gifts.

©Adjoin

These policies do not embrace all areas in which judgment must be exercised. It is expected that additional policies and procedures will be added as appropriate.

Principles

The organization's management and administrative officers must exercise sound judgment in handling situations not specifically covered in these policies.

In view of the importance of endowment gifts to the organization, those charged with attracting and maintaining them must be given wide latitude and, at the same time, must maintain the dignity and integrity of the organization and the best interests of its donors.

To that end, the organization subscribes to the Model Standards of Practice for the Charitable Gift Planner as adopted by the National Committee on Planned Giving and to the Donor Bill of Rights as created by the American Association of Fund Raising Counsel (AAFRC), Association for Healthcare Philanthropy (AHP), the Association of Fundraising Professionals (AFP), and the Council for Advancement and Support of Education (CASE). These codes for fundraising and planned giving practitioners were adapted for ADJOIN and are attached to this document.

The organization has the responsibility to ensure that any gifts it receives support its mission. Accordingly, the organization reserves the right to refuse any gift that it believes is not in the best interests of the organization and its constituents.

The organization also recognizes that the principle basis for making a charitable gift should be a desire on the part of the donor to support the work of the organization.

No charitable gift, trust agreement, contract, or commitment may be urged upon any donor or prospective donor to benefit the organization at the expense of the donor's intent.

©Adjoin

Gift Categories

Various types of gifts may be contributed to the organization. Many are outright gifts by living donors, either on a one-time or on a periodic basis. Others are deferred gifts that take effect upon the donor's death or at some future time. The organization receives the following types of gifts:

- Cash (including cash equivalents, such as Certificates of Deposit and savings accounts)
    - Marketable securities (stocks, bonds, U.S. government securities)
    - Closely held stock (non-publicly traded securities)
    - Real estate
- Life insurance policies
- Other properties (works of art, furniture/equipment, precious metals, etc.)

Acceptance of Gifts

The Board of Directors has authorized the Chief Executive Officer (CEO) to accept gifts for purposes consistent with the purposes and Bylaws of the organization if such gifts are in the following forms:

- Cash
- Marketable securities
- Tangible personal property valued at $50,000 or less
- Gifts Requiring Approval

©Adjoin

■ Gifts requiring review and approval of the Board of Directors (or its authorized committee) include the following:

■ Gifts that have purposes that may fall outside the purposes and Bylaws of the organization

■ Life Insurance

■ Closely held securities

■ Real Estate (an environmental report must be submitted to the Board; a sample is attached).

■ Other assets that may be unusual or fall outside the type of gifts usually handled by the organization

The organization shall seek legal and/or other professional counsel, as appropriate, in all matters pertaining to unusual gifts.

1. Acceptance

Action to Accept Gifts

Contributions are recorded and deposited by the finance department within 24 hours of receipt unless special circumstances warrant further review of the gift.

Gift acknowledgment letters are mailed within two business days of receipt of the gift.

Gifts that require review will be handled promptly by the staff calling a meeting of the Board of Directors and delivering all relevant information necessary to make decision to Board members prior to the meeting.

If a gift is not accepted, staff will notify the donor immediately.

©Adjoin

All gift reviews will be handled with confidentiality.

Special Notation: In certain instances (e.g., a gift on December 31), a decision regarding gift acceptance must be made immediately. In such a case, the staff will contract all members of the Board of Directors immediately. If not, all members can be reached, approval to accept the gift can be made by either the Chair of the Board of Directors or his or her board designee when there is concurrence with the CEO that the gift should be accepted without reservation. In the unlikely circumstance that neither of the above individuals can be reached, the CEO is authorized to accept such a gift if in his or her judgment there are no significant reservations. The CEO will report all such action to the Board of Directors.

Gift Review Factors

Factors to be considered by the CEO and the Board of Directors in their review include:

- The charitable intent and ultimate benefit to the organization and its constituents
- The nature of any restrictions
- The permanency of the gift
- The administrative costs of managing the gift assets
- Potential for actual or perceived conflict of interest
- Consistency with the mission, purposes, bylaws, and policies of the organization.

2. Disposition

Disposition of Gifts

It is the policy of the organization to convert all gifts to cash and reinvest that cash according to the organization's Investment and Spending Policies.

If assets offered to the organization are illiquid and cannot readily be sold, acceptance of the gift may depend on whether, in the judgment of the Board of Directors, a buyer is likely to be found within a reasonable period.

©Adjoin

If a donor requests that the organization retain specific assets, the Board of Directors must decide whether acceptance and retention of the specific assets serves the purposes of the organization.

Planned gifts

The Board of Directors will direct all unrestricted gifts received as a result of a planned giving trust vehicle to the Endowment Fund.

Unrestricted planned giving gifts that the Board deems administrable “in house” may be directed to the general fund or other program/project of Adjoin.

Planned gifts that are donor designated will be used in a manner consistent with the donor’s restriction.

The Board of Directors, in keeping with the organization’s Investment and Spending Policies, will allocate annual distributions from the Endowment fund.

Distributions from the Endowment fund are to be directed to Adjoin for use as determined by the Board of Directors.

Memorial Gifts

Unrestricted memorial gifts may be directed to the Endowment Fund or to Adjoin for use determined by the Board of Directors.

Unrestricted memorial gifts are gifts of cash or other liquid asset in memory or in honor of an individual.

3. Valuation

Gift valuation

The organization shall follow existing laws and Internal Revenue Service regulations for the valuation of gifts.

©Adjoin

Donors of gifts of cash or cash equivalents will receive receipts that include the amount and date of the gift.

Gifts such as stock, real estate, personal property, life insurance, etc. require specific methods of valuation for the protection of both the donor and the organization.

Publicly Traded Stocks and Bonds are accepted at the fair market value as determined under Internal Revenue Service rules.

They are acknowledged by receipt for the number of shares given and the value of the securities on the date of the gift.

The value of the gift is the median market price on the date of the gift multiplied by the number of shares.

Adding the high and the low stock price and dividing by two determine the median price.

The date of the gift is the date when the donor made the gift (as opposed to when the organization received notification of it).

The Board of Directors prior to acceptance will review stock in Closely held Corporations, Real Estate, and Personal Property.

Receipt for such gifts will reflect description of the gift only, omitting valuation.

In instances where the organization issues a receipt with no financial valuation, the donor is required to establish the gift's value by independent appraisal.

It is the donor's personal responsibility to defend against challenges to claim for tax benefits.

Once the gift value is determined, the CEO or his/her designee prepares an acknowledgement letter to the donor for signature by the CEO.

©Adjoin

Life Insurance Policies: If the organization is made the owner of a term insurance policy, a receipt without gift valuation, which describes the policy, will be issued to the donor.

If an insurance policy has a cash value at the time of the gift, a receipt containing the policy descriptions and the amount of the policy interpolated terminal reserve as of the date of the gift will be issued to the donor.

The insurance company should provide the interpolated terminal reserve value as of the date the policy is transferred on Form 712, Life Insurance Statement, which CPAs should attach to the gift tax return.

A receipt will be issued for the value of all gifts contributed by the donor to the organization for the purposes of paying insurance premiums.

4. Procedures Gift Processing

Contributions are gifts of cash or other assets for which nothing of substantial value to the contributor is expected in return.

Gift Acknowledgement

Thank You letters are prepared and signed by the CEO and sent to all contributors of $250 or more within two working days of receipt of the gift.

The CEO sign acknowledgment letters to endowment donors or any donation valued at $500 or more.

All such letters serve as a contribution receipt for the donor.

Each letter will state either that no goods or services were received by the contributor in exchange for the gift or that goods and services were received by the contributor having a stated dollar value.

The notice of a bequest will be directed to the CEO. A letter of condolence, signed by the CEO, will be sent immediately to the appropriate family member(s)

©Adjoin

The CEO will request a copy of the will, any codicils, and any petitions from the attorney.

He or she will also check the organization's files to determine if the donor, at some earlier time, sent a copy of the will or the working of the provision to the organization.

An expectancy file will be created in the donor's name.

Donor Recognition

The organization realizes the paramount role of donors and their gifts in achieving its charitable purposes.

Staff and Board members recognize donors in appropriate ways both publicly and privately, subject to confidentiality provisions and the anonymous gift provisions.

Anonymous Gifts

A contributor's request to be anonymous will be honored and so noted in the contributor's file.

If the name and address of the contributor is known, an acknowledgment letter by the CEO will be sent which references the donor's request of anonymity.

5. Planned Giving

Bequests

Bequests received by the organization will be applied to the charitable purposes requested by the donor.

If no restrictions are specified, the Board of Directors may add the bequest assets to the Endowment Fund or if administrable "in-house" to the general or other fund of Adjoin.

©Adjoin

Bequests of $20,000 or more may establish a permanent named fund in the donor's memory as part of the Endowment Fund if requested by the family or as directed in the will.

Endowment funds that are established with assets of $20,000 or more will begin distributions after one year to allow the fund to earn income and provide realized and unrealized gain.

Bequests of any amount may be directed to the general fund unless restricted by the donor's estate.

The staff will keep a file of expected bequests and will work with donors to ensure that gifts intended to create a new fund meet with the organization's purposes and its capacity to carry out the donor's wishes.

General-Purpose Endowment Gifts

Many people choose to make unrestricted gifts to the organization's Endowment Fund. In such cases, the net assets released are used for ongoing operating expenses or selected priorities that the Board chooses.

Donor-Designated Endowment Gifts

Others prefer to designate their gifts for one of the endowment's specific purpose funds:

- The Butterfly Club

- Others by Board designation **Trusts**

Charitable Remainder Unitrusts, Charitable Remainder Annuity Trusts, and Charitable Lead Trusts will be directed to the Endowment Fund.

©Adjoin

The organization is an appropriate beneficiary of a charitable remainder unitrust (CRUT), charitable remainder annuity trust (CRAT), or charitable lead trust (CRT), but the San Diego Foundation is equipped to set up and administer these trusts.

The donor engages an independent trustee or serves as his or her own trustee. Because CRUTs, CRATSs, and CLTs name the organization as beneficiary of the charitable interest, it is important that the staff work with the donor and the donor's counsel and the San Diego Foundation to ensure that the organization will be able to carry out the donor's wishes.

Charitable Gift Annuities: the organization may offer Charitable Gift Annuities through the San Diego Foundation.

The donor gives a gift of at least $10,000 to the Foundation for the Adjoin Endowment Fund.

The donor receives fixed and guaranteed income payments for the rest of his/her life and/or the life of a second person.

Upon the donor's death (and that of the second person), the organization's Endowment Fund receives the unused portion of the gift.

The organization's CEO meets with the donor and Foundation's staff to complete the gift.

Life Insurance

Life Insurance: the donor may give an insurance policy outright to the organization.

The donor names the organization as the owner and beneficiary of the life insurance policy and the organization retains the policy in its offices.

Alternatively, the donor may decide to retain ownership of the policy and name the organization as the beneficiary.

©Adjoin

Upon redemption, a permanent endowed fund may be established in the donor's name for gifts of $20,000 or more or if unrestricted it can be directed to the general fund of Adjoin.

Premium payments may be made by the donor by direct payment to the organization at least 10 days prior to the premium due date.

Such payments are deductible by the donor as charitable gifts for IRS income tax purposes.

The organization cannot assume delinquent premium payments. In such instances, the policy will be canceled with the accrued cash value added to the organization's general or Endowment Fund.

Premiums may be paid from accrued dividends or the accumulated cash value if the donor so stipulates only when such accrued dividends or accumulated cash value are enough to pay in full all remaining premiums.

Authority to Act on Behalf of the Organization: the CEO is authorized to represent the organization in facilitating charitable giving agreements with prospective donors and signs all such agreements on behalf of the organization.

Legacy Society

The Organization's Legacy Society: the organization's Legacy Society is composed of individuals who have made plans to leave a gift to the organization through their estate plans.

Every planned gift donor will automatically become a member of the Legacy Society.

Members of the Legacy Society will be honored at appropriate special events and listed in the annual report.

©Adjoin

Donor's Advisors

Professional Advisors: the organization strongly encourages all donors to discuss proposed gifts with their legal and financial advisors.

Prospective donors shall be advised, both orally and in writing, to seek their own counsel in matters related to charitable giving, tax, and estate planning.

Likewise, the organization shall seek the advice of an experienced attorney when considering the acceptance of unusual or complex gifts.

Public Relations

Publicity: no public media exposure with respect to a gift will be given any donor without the donor's consent.

Donors will be asked to allow their "gift stories" to be told to encourage others to consider similar gifts.

IRS Filings

The Chief Financial Officer (CFO) is responsible for filing IRS Form 8282 upon the sale or disposition of any asset sold within two years of receipt by the Charity when the charitable deduction value of the item is more than $5,000.

The CFO must file this form within 125 days of the date of sale or disposition of the asset.

Acknowledgement of all gifts made to the Charity and compliance with the current IRS requirements in acknowledgement of such gifts shall be the responsibility of the Board of Directors.

The CFO shall execute all acknowledgement documentation and report to the CEO and the Board of Directors.

©Adjoin

Confidentiality

Confidentiality: all information concerning donors and prospective donors, including names, names of beneficiaries, amount of gift, size of estate, etc. shall be kept strictly confidential by the organization and its authorized personnel unless permission is granted by the donor to release such information.

Amendment of Policies: Review and Amendment of Policies: these policies will be reviewed annually by the authorized committee and may be amended by the recommendation of the committee and approval by the Board of Directors.

These policies and guidelines have been reviewed and accepted by the Board of Directors of Adjoin. As authorized by the Board of Directors, the Gift Acceptance Committee and/or the CEO may approve any changes to or deviations from these policies.

Effective Date: January 1, 2009

Revised: January 1. 2023

©Adjoin

12.24 Butterfly Club Request for Proposal

This describes the purpose of the Butterfly Club's Request For Proposal program (RFP), eligibility criteria, and the procedures to follow in submitting a proposal.

The RFP Program
Our objective is to provide additional means by which the Butterfly Club can directly benefit the clients of Adjoin. Our goal to help ensure that clients are empowered, and their lives enhanced within the communities they live.

We fund projects that:

- Increase client independence in the community in which they live.
- Assist in empowering clients both personally as well as socially.
- Develop new sources of programs and innovative tools that directly benefit our clients.
- Enhance the capacity of client programs as well as help them function more effectively.
- Effect significant improvements in the lives of clients.

We give priority to projects that:

• Have a direct impact on clients' lives.
• Fosters client independence.
• Reflect a comprehensive approach to client empowerment.
• Promote client participation and engagement.

Effective Date: January 1, 2022

Revised: January 1, 2023

©Adjoin

12.25 Donation Requests

1.	Complete a **Donation Request Letter** with the appropriate donor/company information.
2.	You can change the letter to have your name in the letterhead and your office number as the contact person.
3.	For every donation received, issue a completed letter of receipt to the donor.
4.	Make two copies of the letter of receipt. Keep one copy for your files.
5.	Send one copy to the Director of Community Engagement and Development. Please attach a detailed description of the items donated on the copy of the letter of receipt that you send to the CFO.
6.	You should never be involved in determining the fair market value of the items with the Donor. The donor determines his/her own market value. However, if you feel that the items donated exceed a value of $250.00 you must indicate this to the CFO on the detailed description you send. When you indicate a fair market value of above $250.00, another letter will be generated by Adjoin for tax purposes.

Important Note: If someone wishes to make a cash donation, it needs to be in the form of a check issued to Adjoin. The check should be sent to the ATTN: CEO with a memo that indicates how the funds are to be used. A copy will be provided to the CFO. The funds will be deposited into a special account.

To access the funds, follow the check request procedures.

Effective Date: January 1, 2009

Revised: January 1, 2025

©Adjoin

Donation Request Letter—Sample

Date

Company/Individual Name

Address

City, State, Zip

Dear_____:

The purpose of this letter is to introduce you to Adjoin and the individuals we serve.

Adjoin is a nonprofit, 501c3 organization, formed in 1983. Adjoin is dedicated to helping individuals with developmental and other disabilities and Veterans throughout California.

We provide services to over 1500 individuals in our programs by assisting them to live in the community, find jobs, and enjoy the same opportunities for success as you and I.

These individuals live on extremely limited incomes: most less than $900 per month. They cannot afford many of the daily necessities without some additional assistance.

Your donation will directly benefit these individuals and their families We at Adjoin would like to thank you for your consideration.
Please contact Adjoin at_____

Sincerely,

©Adjoin

Donation Acknowledgement Letter – Sample

Date

Dear ,

Thank you for the contribution of that you donated to: Adjoin.

Adjoin is a not for profit community service organization operating under section 501(c) 3 of the Internal Revenue Code.

Our Internal Revenue Service Identification Number is **33-0008269**.

Contributions of cash and/or property are deductible for Federal and State income tax purposes to the extent allowable by current Internal Revenue Service regulations. Property contributions are deductible at their fair market value.

Sincerely,

©Adjoin

12.26 Hiring of Commercial Fundraisers or Fundraising Counsel

A commercial fundraiser is defined is any individual or entity who, for compensation, solicits funds for charitable purposes, or who receives or controls funds as a result of solicitation for charitable purposes. They are required to disclose their identity as such prior to solicitation and must disclose their fundraising expenses and ratios upon request by a person who is solicited. (Government Code section 12599.)

“Fundraising counsel for charitable purposes” is defined as any individual, corporation, unincorporated association, or other legal entity who is described by all of the following:

(1) For compensation, other than as a percentage of the funds, assets, or property received as a result of a solicitation campaign, plans, manages, advises, counsels, consults, or prepares material for, or with respect to, the solicitation in this state of funds, assets, or property for charitable purposes. (Government Code section 12599.1.)

There may be events or solicitations wherein Adjoin will seek the services of commercial fundraisers or fundraising counsels. In these instances, Adjoin shall exercise control over all fundraising activities, the commercial fundraiser/counsel must be registered with the Attorney General, and 5-there must be a written contract between both parties for **each** solicitation campaign, event, or service.

These contracts must:

- Be signed by the authorized contracting officer for the commercial fundraiser/counsel
- Be signed by the Board of Adjoin or their designee
- Shall be available for inspection by the Attorney General
- Shall contain information as set forth in California Government Code section 12599, subdivision (i)

©Adjoin

Before any solicitation is conducted, Adjoin fundraising representative must first carefully review all the provisions of California Government Code sections 12599-12599.7.

Additional information about charitable fundraising is contained in the Attorney General's Guide to Charitable Solicitation and the Attorney General's annual Report on Charitable Solicitation by Commercial fundraisers. Both publications are available on the Charitable Trusts website (www.ag.ca.gov/charities/) and may be obtained from the Attorney General's Public Inquiry Unit at PO Box 903447, Sacramento, CA 94203-4470.

City and County Ordinances

In addition to federal and California laws regulating charity solicitation, many cities and counties in California require licensing, registration and financial reporting as a condition to charitable solicitation within their jurisdiction. For a complete list of more than 200 cities and counties that have solicitation ordinances, consult the link to CEB, Advising California Nonprofit Corporations, on the Attorney General's website.

Effective: February 1, 2009

Revised: January 1, 2023

©Adjoin

12.27 Joint Venture Policy

This Policy on Joint Venture Participation has been created to provide guidance as to participation of the Adjoin, directly or through any of its tax-exempt controlled entities (together with the Company referred to herein as the "**Company Entities**"), in a Joint Venture or similar arrangement. For these purposes, "**Joint Venture"** means any joint ownership or contractual arrangement with any for-profit or private interest through which there is an agreement to jointly undertake a specific charitable or business enterprise. Joint undertakings between a Company entity and one or more other IRC Section 501(c)(3) organizations are outside the scope of this policy.

Applicability

This Policy applies to any Joint Venture where participation by a Company Entity involves either (i) activities that would, but for the Joint Venture, be in furtherance of the tax-exempt purposes of the Company Entity, or (ii) the transfer into joint ownership of any activity previously conducted by the Company Entity. This Policy excludes investments of cash or marketable securities or other joint ownership arrangements where the primary purpose of the Company Entity's participation is either investment or the active conduct of an unrelated trade or business with respect to the Company Entity (and not the provision of social services or other activities that would, but for the Joint Venture, be in furtherance of the tax-exempt purposes of the Company Entity). As to the latter, the Company's Chief Financial Officer will annually provide to the Board a report describing all such excluded Joint Ventures and the amount, if any, of unrelated trade or business income generated by the Joint Ventures.

Effective Date: February 1, 2009

Revised: January 18, 2010

©Adjoin

12.28 Business Travel

Employees may be required to travel in the normal course of business within their assigned area. Adjoin will reimburse staff depending on the mode of transportation:

- Mileage reimbursement when staff use personal vehicle to travel on behalf of Adjoin.
- Bus, trolley, and other public transportation will be reimbursed at the cost of such travel. If in an excess of $5.00, the dated receipt for all such travel must accompany any request for reimbursement.
- Nominal (less than $5.00) fees for parking, tolls, and tokens incurred during the course of business may be reimbursed without receipts, if such receipts are not normally obtainable. Otherwise, a receipt to be deemed reimbursable must accompany all such costs.

Adjoin **will not reimburse** travel expenses for normal commuting or unapproved travel.

Adjoin's mileage reimbursement rate will be reviewed annually and will be adjusted as needed in relation to the IRS rate.

Any employee engaging in falsification of documents or records relating to travel and mileage reimbursement are subject to disciplinary action up to and including termination.

Determining Reimbursable Mileage

Adjoin defines "Normal Commute" as travel from staff's home to the office in which they work (one-way commute) and back (round trip commute).

Staff may only log the mileage to his/her first site that is beyond his/her one-way "Normal Commute" which is the number of miles from his/her house to the Adjoin office in which they work.

©Adjoin

Example:	*Jon's house is 12 miles from the Adjoin office. His first stop is Client A's house which is 10 miles from Jon's house. Jon CANNOT CLAIM MILEAGE because his "normal commute" is 12 miles, which is more than the 10 miles from his house to the office.* *Jon's house is 15 miles from Client A's house. Jon can claim 3 miles because 15 miles is 3 miles more than his "normal commute."*

When staff serve more than one client during the day, but do not go directly from one client's service site to the next, staff can ONLY CLAIM THE MILEAGE TO TRAVEL DIRECTLY FROM ONE SITE TO THE OTHER.

Example:	*Jon's first stop is at Client A's home at 9am and he stays until 12 noon. He is scheduled to go to Client B's home at 3pm. Client B's home is 5 miles from Client A's home. Although Jon chooses to go home and/or shopping etc., he can only log and be reimbursed for the 5 miles between Client A and Client B's homes.*

Only mileage between sites is reimbursable.

If an employee is scheduled to work more than two shifts at the same service site while not driving to any other service sites including the office in a 24-hour period, the employee will be reimbursed any mileage incurred beyond his/her round-trip normal commute.

Example:	*Jon's house is 12 miles from the ADJOIN office. Thus, his normal commute is 24 miles a day.* *Jon works three shifts at Client A's house (and does not work anywhere else nor does he go into the office during that day) which is 10 miles from Jon's house.* *Jon travels three round trips from his home to client's A's, which is equal to 60 miles for the day. Jon's normal commute is 24 miles; thus Jon may be reimbursed for 36 miles for that day [Total Mileage 60 - Normal Commute 24 = 36].* *Jon can only claim mileage from his home even though he may choose to travel somewhere else before returning to his second or third shift.*

©Adjoin

Mileage Reimbursement

An Adjoin fleet vehicle should be used when available, and employees are expected to use it for work-related travel when requested or assigned. Failure to use an available fleet vehicle may be addressed through corrective action. Mileage reimbursement is paid to agency staff, who use his/her own vehicle to provide services to clients or for other approved work-related travel. It is paid through Payroll and is a non-taxable reimbursement. Mileage reimbursement is based on actual staff travel and may fluctuate every pay period.

Staff must submit mileage reimbursement as follows:

- Submit mileage reimbursement information via UKG Workforce Management.
- Mileage must be submitted one trip at a time or up to one day's total mileage per employee.
- Employees must provide to/from details for every individual trip incurred in a day in comment section.
- Employees must submit mileage information per the payroll period due dates. Any missed or late submissions require the employee to follow the payroll inquiry process and may result in corrective action.

Mileage reimbursement is intended to pay employees a reasonable amount for the use, operation, and maintenance (including gas and insurance) of their personal vehicle based on the employee's business use. If an employee incurs business expenses for the use of their personal vehicle that exceeds the mileage reimbursement, Adjoin will only reimburse the overage expenses with supervisor approval and proper documentation. Employees are required to submit their expense report for reimbursement of additional personal expenses within 30 days of incurring the expense.

In order to be reimbursed for the reasonable business use of an employee's personal vehicle beyond the mileage reimbursement, an employee must fill out the an Expense Reimbursement Request Form within 30 days and provide (1) their expenses, and (2) information regarding what percent of the employee's expenses was used for necessary Company-related business, so that Adjoin can confirm whether the expenses at issue are necessary and appropriate for business purposes and confirm the amount to

©Adjoin

reimburse the employee. All reports of additional expenses beyond the mileage reimbursement will be promptly investigated, including a review of all of the employee's expense-related records and receipts. If, as a result of the investigation, it is determined that an employee has been inadequately reimbursed or compensated for actual and necessary business expenses, Adjoin will promptly reimburse the employee in full for their actual, reasonable and necessary business-related expenses incurred on behalf of Adjoin. It is the responsibility of all employees to keep accurate records and receipts of all business-related expenses for the purpose of confirming the reasonable and necessary nature of the expenses at issue. Adjoin also expects employees to timely submit any reimbursement request forms and any supporting documentation to comply with this policy.

Travel & Automobile Allowance

In lieu of entering actual mileage for reimbursement, Adjoin may provide a Travel & Automobile Allowance to employees to assist in covering on-duty travel expenses. This allowance is based on the average cost of travel or the average number of miles an employee might travel or drive in the performance of his/her job duties. In any case, the amount authorized is at the discretion of Adjoin.

- The Regional Director/Regional Manager/Program Manager and/or his/her designee will be responsible for completing a Travel & Automobile Allowance Worksheet for each employee to determine the amount of travel or automobile allowance an employee will receive.
- The Regional Director/Regional Manager/Program Manager and/or his/her designee will notify the employee in writing what his/her Travel & Automobile Allowance will be and the RD/Regional Manager/Program Manager or his/her designee and the employee must sign the acceptance form for it to be valid.
- The original acceptance form will be filed in the employee's personnel file.
- A copy of the fully executed acceptance form must be submitted to Payroll for processing. Travel & Automobile Allowances will be paid through the payroll system and is not subject to normal payroll taxation.

©Adjoin

- The Regional Director/Regional Manager/Program Manager or his/her designee to assure allowances are distributed in a fair and equitable manner will review the Travel & Automobile Allowance semi-annually.
- For any changes to Travel & Automobile Allowances to be valid, a new Travel & Automobile Allowance Acceptance form will need to be completed and signed by all parties.
- The Travel & Automobile Allowance is inclusive of all insurance costs and any applicable deduction. All employees operating their personal vehicles while transacting Adjoin business must maintain a valid State of California Driver's License, current automobile insurance as mandated by the State and the operation of a safe legally registered vehicle. Utilizing any uninsured vehicle for Adjoin business is strictly prohibited.

OTHER TRAVEL

Any employee may be required to travel outside of one's assigned area as part of the job. Adjoin will provide employees with as much notice of travel requirements as business circumstances permit.

In some cases, it is more cost-effective for Adjoin to have company owned and/or leased vehicles available for staff that continually travel long distances in the performance of his/her job duties.

Travel conduct. Traveling employees must comply with all applicable policies, such as not drinking while driving, reporting back to Adjoin on time, and updating Adjoin about travel disruptions.

Travel pay. Employees exempt from overtime will be paid their normal salaries. Employees entitled to overtime will be paid for hours worked during travel time based on the guidelines in this policy and consistent with state and federal law. The following guidelines are used to calculate travel pay:

- Time spent traveling away from home, whether for one day or overnight, is considered hours worked. This is true whether the travel occurs on an employee's regularly scheduled workday or on a regular day off. Travel time includes time spent

©Adjoin

driving or as a passenger on an airplane, train, bus, taxicab, car or other mode of transportation in traveling to and from the out-of-town event. It also includes time spent waiting to purchase a ticket, check baggage, or get on board. However, personal activities, such as a 30-minute or longer break from travel to eat, sleep, or sightsee, are not time worked and will not be compensated. If the employee travels out of town overnight, travel time ends when the employee arrives at the hotel. Note that if the time an employee spends traveling between his or her home and the terminal of a common carrier (such as an airport or bus terminal) is substantially the same as the time it takes the employee to travel between his or her home and usual place of reporting for work, pay for travel time will not begin until the employee reaches the terminal.

- If travel time exceeds 8 hours in one day or if travel time plus working time exceeds 8 hours in a day (or 40 hours in a workweek), the Company will compensate the employee at the appropriate overtime pay rate, which will be equal to 1 ½ times the weighted average of the employee's regular pay rate and travel time pay rate.

Travel expenses. Adjoin will reimburse employees for out-of-pocket business expenses incurred on behalf of Adjoin provided that all applicable Adjoin Policies and Procedures have been followed. Cost consciousness and prudence is always expected, and reimbursement request will be reviewed for this criterion. These original requests for reimbursement with their accompanying receipts or receipts to support travel advances should be turned in within 30 days of incurring the expense.

- Travel on behalf of Adjoin must be pre-approved.
- It may be necessary to make advances to an individual or on behalf of an individual i.e. seminar registration, hotel registration and airline tickets. In such cases, the Travel Authorization Request form should be utilized to request these advance payments.
- Adjoin does not pay expenses for spouses, domestic partners, or other family members. If a spouse or other non-employee accompanies the Employee, their expenses are not reimbursable. A separate accounting must be maintained and only those business-related expenses incurred by the Employee are to be submitted for reimbursement.

©Adjoin

- Employees should use the expenditure price guide for expenses and purchase while traveling.
- Expenditures for alcoholic beverages and entertainment are not Adjoin reimbursable expenses.
- When utilizing cash or your personal credit card to rent a vehicle for Adjoin business purposes, it is not necessary for the employee to purchase the liability coverage, collision damage coverage, or any other insurance that the rental agency may offer. The rental documents (contract) should state "Employee name representing Adjoin" When utilizing a Adjoin MasterCard, Collision/Loss Damage Insurance is automatically in effect when you decline the collision loss damage waiver (CDW/LDW) option or similar provision.
- Employee expense reimbursements must be submitted via UKG Workforce Management. Expenses must be submitted within 30 days of incurring the expense. Submitted expenses will be approved by the appropriate management level defined in this policy.

Effective Date: January 1, 2009
Revised: January 1, 2025

©Adjoin

12.29 Company Cell Phone/Personal Cell Phone Reimbursement

(Designated Employees Only)

Adjoin recognizes that certain designated employees may be required to make business telephone calls, send and receive business e-mail and text messages and access business related web-based systems. Designated employees who are required to perform these functions as part of their job duties will either be issued a Company-owned cell phone or will receive reasonable reimbursement for the value of the use of their personal cell phones in direct consequence of the discharge of their job duties.

The Adjoin will pay a flat amount of $ 30 per month to fulltime status employees and $20 per month for part-time status employees to reimburse employees who are regularly required to use their personal cell phones to perform their job duties. The flat amount will be directly added to your paycheck as authorized by Adjoin. If the reasonable value of an employee's required use of his or her cell phone exceeds the flat stipend of $30/$25, the employee should obtain approval from his/her supervisor or manager to submit excess charges on an expense report. A copy of the employee's cell phone bill must be uploaded with the expense in your Employee Self-Service Expense module in Paycom.

Company-owned cell phones will be offered to designated employees at management's discretion.

Employees are prohibited from using cell phones for personal calls, text messages or games during work time (except during meal and rest periods). Adjoin policies concerning harassment, discrimination, retaliation, trade secrets, confidential information and ethics apply to employee use of personal cell phones. Employees are expected to protect personal devices used for work-related purposes from loss, damage or theft.

Employees are expected to follow applicable local, state and federal laws and regulations at all times, including the use of hands-free devices while driving. Employees who are charged with traffic violations resulting from the use of their personal cell phones while driving will be solely responsible for all liabilities that result from such actions.

Employees who work in hazardous areas must refrain from using personal devices while at work in those areas, as such use can potentially be a major safety hazard.

Effective Date: January 1, 2004

Revised: January 1, 2026

©Adjoin

12.30 Butterfly Club Funds Policy

Purpose and Intent

The Butterfly Club is a voluntary team member donation program established to provide financial support for innovative projects that directly benefit the people served by Adjoin. Through contributions, team members can further assist in empowering individuals and promoting independence within the communities served by Adjoin.

Use of Funds

Funds raised through the Butterfly Club will be allocated to programs and projects that align with Adjoin's mission of client empowerment and independence. These projects will be selected through an annual Request for Proposal (RFP) process, ensuring that funds are used to create meaningful and measurable improvements in the lives of the people served by Adjoin.

Investment Policy

If the total funds in the Butterfly Club cash balance account exceeds $20,000 at the close of the fiscal year, the excess funds above $20,000 will be invested following Adjoin's investment policy. The goal of this policy is to ensure that any remaining funds are managed prudently to generate sustainable financial support for future initiatives.

Annual Grant Disbursement

Each year, the Butterfly Club will distribute up to $20,000 in funding through the customary RFP process. Every effort will be made for allocation of funds to be balanced across Adjoin's divisions based on the number of clients served within each. Customary proposal requests may receive varying award amounts, with the total sum for the year not exceeding the $20,000 cap.

Special uncustomary requests for proposals will be considered for approval. If such requests are approved and the required funding exceeds the available cash in the Butterfly Club account, the CFO is authorized to withdraw funds from the BFC investment accounts, as outlined in the policy.

©Adjoin

Shortfall Coverage

In the event that the total amount of requested funds exceeds the donations received within a fiscal year, the Chief Financial Officer (CFO) is authorized to request a one-time annual withdrawal of up to $15,000 from the Butterfly Club's investment account to cover the needed funds or deficit. Any amount over $15,000 requires board approval.

Request for Proposals (RFP) Process

1. Submission Period: RFP applications will be accepted from January 1st to December 31st of each fiscal year.
2. Eligibility: Proposals must directly benefit people served by Adjoin, with a focus on projects that foster independence and empowerment.
3. Award Amounts: Individual customary RFPs can request up to $3,000 per proposal. A maximum of $2,000 will be approved for any one individual each year. The actual amount awarded will depend on the scope of the project and available funds as noted with in this policy.
4. Review and Approval: Proposals will be reviewed by the Chief Operating Officer, with final approval from the CEO. The selection criteria will prioritize projects that have a direct impact on client empowerment and independence.

Effective Date: November 1, 2024

©Adjoin

13. Risk Management

13.1 Senior & Key Personnel Travel

This policy addresses the limitations for senior and key personnel travelling together due to the remote potential of a serious accident occurring during travel and the related impact on the organization.

1. Key and Senior personnel are prohibited from flying on non-commercial aircraft.
2. Key personnel members are encouraged to avoid traveling by air with colleagues. Under no circumstances will more than two key personnel be permitted to travel together.
3. Senior personnel are prohibited from traveling together on the same airplane or by other modes of transportation.

Definitions:

Senior Personnel: President/CEO, Chief Financial Officer, and Chief Operations Officer

Key Personnel: Director of Programs, Regional Directors, and Regional Managers

Effective Date: August 1, 2018

©Adjoin

13.2 Insurance Coverage for Special Events

Any social event (regardless of program) involving more than two Adjoin clients that will be considered an Adjoin event and will be held at a site other than an Adjoin office must have prior approval from the Chief Executive Officer or their designee.

Staff must follow the following procedures:

1.	Prior to planning any event staff, need to have authorization from their immediate supervisor.
2.	Staff must then complete an Activity Request form and fax it to the Administrative Coordinator for approval at least 1 week prior to the date of the event.
3.	Staff must receive approval either verbally or in writing from the Administrative Coordinator before moving forward with the event.
4.	Depending on the nature of the event further forms may need to be completed to assure appropriate insurance and liability coverage for staff and clients.

Effective Date: February 1, 2000

Revised: January 18, 2010

©Adjoin

13.3 Safeguarding Equipment & Systems

Development of Systems Inventory

Adjoin is committed to preserving its assets. To expedite recovery from an incident involving the organization's equipment and systems, responsibility has been assigned for establishing and maintaining an inventory and documentation of all systems. The documentation shall include a complete inventory of electronic equipment and computer technology, including hardware, software, media, and data. The assigned staff member will update the documentation on a quarterly basis or as warranted by system acquisitions. The inventory will be stored on-site as well as off-premises.

Physical Security for Technology Assets

Adjoin is committed to protecting its office technology assets. The organization takes all reasonable steps to protect and safeguard systems and equipment from damage due to power fluctuations, water damage, dust, extreme temperature change, and other environmental factors. In addition, the organization guards against threats due to viruses, worms, malicious software, and hackers. The CEO or their designee is responsible for overseeing the security of office systems.

Access Security

Adjoin maintains numerous files containing personal data, financial information, and other confidential or proprietary information. These files may be in paper or electronic form. The systems administrator will limit access to certain files based upon the individual's responsibilities and job tasks. Confidential documents will be secured in locked filing cabinets. Any employee whose work requires access to confidential documents should ensure that files are returned to their secure location. Persons who knowingly obtain unauthorized access to confidential information will be subject to discipline, up to and including termination. All incoming employees will be required to execute a Confidentiality Agreement concerning access to and use of confidential information prior to being given access to any confidential information.

©Adjoin

Use of Passwords as a Security Measure

Information is an asset necessary to the delivery of services and purpose fulfillment. The use of passwords is essential to protecting computer systems and data. Use of a password enables the organization to ensure accountability for all transactions.

Everyone with access to computer systems is responsible for the selection, security and changing of their passwords in accordance with the following guidelines.

Passwords must:

- Be changed annually;
- Be memorized, not written down;
- Be at least six characters long;
- Contain changes in case and at least one non-alphabetic character; and
- When changed, be significantly different than previous passwords.

Passwords must not contain:

- A dictionary word in any language; and
- Personally, identifiable information of the user.

Staff has also been instructed to adhere to the following additional considerations:

- Do not use the "Remember Password" feature of applications and do not create a "hot key" for password use;
- Do not use the same password to access multiple company systems; and
- If you believe or suspect that your password has been compromised, report this fact to your supervisor as soon as possible.

©Adjoin

Systems Backup

Adjoin understands the importance of maintaining computer operations in order to deliver services and programs. A major tool to mitigate damage to computer systems is to adopt procedures for creating and storing system backups to enable the organization to quickly restore any lost files or systems.

Backup Guidelines

For individual workstations, all employees are required to save all files to their MS Office OneDrive and client files in SetWorks or HMIS account as this allows them to access this information from anywhere. Staff do not utilize any type of external storage devices.

For the Corporate office, a backup of the server is made daily by Enterprise IT Managed Solution; Adjoin has a BCDR system. In the event of a disaster, first step would be to create a ticket with Systim Technology Partners to understand the nature of the issue with any relevant information so that Systim can begin the recovery process. If Systim is unreachable or out of commission, in the event of a disaster, Adjoin will contact the manufacturer and explain that Systim is not accessible and request assistance via phone 888-294-6312.

Disaster Recovery Plan

The individual offices are required to save files onto their Microsoft Office 365 OneDrive and client files to SetWorks or HMIS account as this will enable staff to access information anywhere. In the event of a disaster that blocks access to the server or computers, off site backups will be utilized until on site server or computers can be accessed safely. Also, key staff have the capability to wirelessly connect to the server if it is still accessible. If the server or computers are destroyed in the disaster, back up devices will be used to recreate the files and information necessary to continue to do business.

Effective Date: January 1, 2007

Revised: January 1, 2023

©Adjoin

13.4 Investment Policy Statement

Purpose
Adjoin is committed to creating limitless pathways for people to belong where they live, work, learn and play. We are guided by our vision to be the most resourceful and impactful social service organization in building a world of inclusion.

Executive Summary

Type of Plan	Endowment
Intent and Goal:	Capital Preservation for the long-term health and vitality of Adjoin
Time Horizon	10+ Years
Expected Return	4.00% net of all costs and fees
Risk Tolerance	Moderate
Spending Policy	Up to 100% of the annual income earned and/or up to 5% of the annual growth of the portfolio
Asset Allocation	US Equities: 30-65% Int'l Equities: 0-15% Total Equity: 30-65%

©Adjoin

Fixed Income:	20-70%
Cash Equivalents:	2-100%
TOTAL:	**100%**

Evaluation Benchmarks

Manager performance will be measured against an appropriate style index, net of fees. The index benchmarks will include, but are not limited to:

- S&P 500/DowJones Select Dividend: Large Core Equities
- Russell 2000: Small Core Equities
- MSCI EAFE: International Large Equities
- MSCI Emerging: Emerging Markets
- Bloomberg Barclays Intermediate US Corporate Index: Core Fixed Income

Scope of this Investment Policy

This statement of investment policy reflects the investment policy, objectives and constraints of Adjoin.

Purpose of this Investment Policy Statement

This statement of investment policy is set forth by the Investment Committee of Adjoin to:

1. Define and assign the responsibilities of all involved parties.
2. Establish a clear understanding for all involved parties of the investment goals and objectives of Fund assets.
3. Offer guidance and limitations to all Investment Managers regarding the investment of Fund assets.
4. Establish a basis for evaluating investment results.
5. Manage Fund assets according to prudent standards as established in common trust law.
6. Establish the relevant investment horizon for which the Fund assets will be managed.

©Adjoin

In general, the purpose of this statement is to outline a philosophy consistent with the needs of Adjoin, which will guide the investment management of the assets toward the desired result of a corpus of funds to be held in perpetuity for the benefit of Adjoin. It is intended to be sufficiently specific to be meaningful yet allow for practical flexibility. Of critical importance is the active and ongoing mutual communication of goals and needs, as well as market conditions, recommendations, and advice with the investment manager(s) selected to serve Adjoin.

Delegation of Authority

The Investment Committee of Adjoin is responsible for directing and monitoring the investment management of Fund assets. As such, the Investment Committee is authorized to delegate certain responsibilities to professional experts in various fields. These include, but are not limited to:

1. Investment Management Consultant. The consultant may assist the Investment Committee in: establishing investment policy, objectives and guidelines; selecting investment managers; reviewing such managers over time; measuring and evaluating investment performance; and other tasks as deemed appropriate.

2. Investment Manager. The investment manager has discretion to purchase, sell or hold the specific securities that will be used to meet the Fund's investment objectives.

3. Custodian. The custodian will physically (or through agreement with a sub-custodian) maintain possession of securities owned by the Fund, collect dividend and interest payments, redeem maturing securities, and effect receipt and delivery following purchases and sales. The custodian may also perform regular accounting of all assets owned, purchased, or sold, as well as movement of assets into and out of the Fund accounts.

4. Additional specialists such as attorneys, auditors, actuaries, retirement plan consultants, and others may be employed by the Investment Committee to assist in meeting its responsibilities and obligations to administer Fund assets prudently.

The Investment Committee will not reserve any control over investment decisions, except for specific limitations described in these statements. Managers will be held

©Adjoin

responsible and accountable to achieve the objectives stated herein. While it is not believed that the limitations will hamper investment managers, each manager should request modifications that they deem appropriate. Again, consistent communication is a vital component and expectation of the Investment Committee.

If such experts employed are also deemed to be fiduciaries, they must acknowledge such in writing. All expenses for such experts must be customary and reasonable and will be borne by the Fund as deemed appropriate and necessary.

Definitions

1. **"Fund"** shall mean the Endowment.
2. **"Investment Committee"** shall refer to the governing board established to administer the Fund as specified by applicable ordinance.
3. **"Fiduciary"** shall mean any individual or group of individuals that exercise discretionary authority or control over fund management or any authority or control over management, disposition or administration of the Fund assets.
4. **"Investment Manager"** shall mean any individual, or group of individuals, employed to manage the investments of all or part of the Fund assets.
5. **"Investment Management Consultant"** shall mean any individual or organization employed to provide advisory services, including advice on investment objectives and/or asset allocation, manager search, and performance monitoring.
6. **"Securities"** shall refer to the marketable investment securities, which are defined as acceptable in this statement.
7. **"Investment Horizon"** shall be the time period over which the investment objectives, as set forth in this statement, are expected to be met. The investment horizon for this Fund is 10+ years.

Assignment of Responsibility

Responsibility of the Investment Manager(s)

Each Investment Manager must acknowledge in writing its acceptance of responsibility as a fiduciary. Each Investment Manager will have full discretion to make all investment decisions for the assets placed under its jurisdiction, while communicating to the Investment Committee, observing and operating within all policies, guidelines, constraints, and philosophies as outlined in this statement. Specific responsibilities for the Investment Manager(s) include:

©Adjoin

1. Discretionary investment management including decisions to buy, sell, or hold individual securities, and to alter asset allocation within the guidelines established in this statement.
2. Clear communication to the Investment Committee and to the Board of Directors when requested.
3. Reporting, on a timely basis, quarterly and annual investment performance results.
4. Communicating any major changes to economic outlook, investment strategy, or any other factors that affect implementation of investment process, or the investment objective progress of the Fund's investment management.
5. Informing the Investment Committee regarding any qualitative change to investment management organization: Examples include changes in portfolio management personnel, ownership structure, investment philosophy, etc.
6. Voting proxies, if requested by the Investment Committee, on behalf of CCC, and communicating such voting records to the Investment Committee on a timely basis.

Responsibility of the Investment Consultant(s)

The Investment Consultant's role is that of a non-discretionary advisor to the Investment Committee of CCC. Investment advice concerning the investment management of fund assets will be offered by the Investment Consultant, and will be consistent with the investment objectives, policies, guidelines and constraints as established in this statement. Specific responsibilities of the Investment Consultant include:

1. Assisting in the development and periodic review of investment policy.
2. Conducting investment manager searches when requested by the Investment Committee.
3. Providing "due diligence," or research, on the Investment Manager(s).
4. Monitoring the performance of the Investment Manager(s) to provide the Investment Committee with the ability to determine the progress toward the investment objectives.
5. Communicating matters of policy, manager research, and manager performance to the Investment Committee.
6. Reviewing Fund investment history, historical capital markets performance and the contents of this investment policy statement to any newly appointed members of the Investment Committee.

©Adjoin

General Investment Principles

1. Investments shall be made solely in the interest of CCC.
2. CCC Fund shall be invested with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in like capacity and familiar with such matters would use in the investment of a fund of like character and with like aims.
3. Investment of the Fund shall be so diversified as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so.
4. The Investment Committee may employ one or more investment managers of varying styles and philosophies to attain the Fund's objectives.
5. Cash is to be employed productively at all times, by investment in short term cash equivalents to provide safety, liquidity and return.

Investment Management Policy

1. Preservation of Capital – Consistent with their respective investment styles and philosophies, investment managers should make reasonable efforts to preserve capital, understanding that losses may occur in individual securities.
2. Risk Aversion – Understanding that risk is present in all types of securities and investment styles, the Investment Committee recognizes that some risk is necessary to produce long-term investment results that are sufficient to meet the Fund's objectives. However, the investment managers are to make reasonable efforts to control risk and will be evaluated regularly to ensure that the risk assumed is commensurate with the given investment style and objectives.
3. Adherence to Investment Discipline – Investment managers are expected to adhere to the investment management styles for which they were hired. Managers will be evaluated regularly for adherence to investment discipline.

Goal of Adjoin

The Investment Committee feels that the use of investment funds to be made in the future are as important as the use of those funds today. This is consistent with the philosophy that this Endowment is to exist in perpetuity, and therefore, should provide for the capital strength of Adjoin in perpetuity. To attain this goal, the overriding objective is to maintain purchasing power. That is, net of spending, the objective is to grow the aggregate portfolio value at the rate of inflation over the Endowment's investment horizon. The Endowment's specific investment objectives will be established later in this document.

©Adjoin

Attitude Toward Gifts

Future giving (contributions) to this Endowment is expected to be inconsistent, and therefore, unpredictable. As a result, the Investment Committee has set an investment strategy with the objective of capital preservation and maintaining purchasing power of Endowment assets before any consideration of gifts. Accordingly, future giving will serve to increase purchasing power.

Spending Policy

Up to 100% of the annual income earned and/or up to 5% of the annual growth of the portfolio.

Rebalancing Policy

Rebalancing will take place at least once per year with consideration given to the recommendations of those retained by Adjoin. Cash flow method will be used such that any withdrawals (spending) from the fund will be taken first from over-allocated assets, consistent with rebalancing. If active allocation changes have been adopted as described in the Asset Allocation Guidelines section of this policy, rebalancing will be implemented consistent with those changes.

Investment Objectives

To meet its needs, the investment strategy of the Endowment is to emphasize total return; that is, the aggregate return from capital appreciation and dividend and interest income. Specifically, the primary objective in the investment management for Fund assets shall be: Long-Term Growth and Preservation of Capital. To emphasize long-term growth of principal while avoiding excessive risk. Short-term volatility will be tolerated in as much as it is consistent with the volatility of a comparable market index.

Specific Investment Goals

Over the investment horizon established in this statement, it is the goal of the aggregate Fund assets to exceed:

An absolute rate of return of 4.00%

©Adjoin

The investment goals above are the objectives of the aggregate Fund and are not meant to be imposed on each investment account (if more than one account is used). The goal of each investment manager, over the investment horizon, shall be to:

1. Meet or exceed the market index, or blended market index, selected and agreed upon the Finance Committee that most closely corresponds to the style of investment management.
2. Display an overall level of risk in the portfolio that is consistent with the risk associated with the benchmark specified above.

Specific investment goals and constraints for each investment manager, if any, shall be incorporated as part of this statement of investment policy. Each manager shall receive a written statement outlining his specific goals and constraints as they differ from those objectives of the entire Fund.

Definition of Risk

The Investment Committee realizes that there are many ways to define risk. It believes that any person or organization involved in the process of managing the Endowment assets understands how it defines risk so that the assets are managed in a manner consistent with the Fund's objectives and investment strategy as designed in this statement of investments policy. The Investment Committee defines risk as:

High volatility (fluctuation) of investment returns.

Liquidity

To minimize the possibility of a loss occasioned by the sale of a security forced by the need to meet a required payment, the Investment Committee will periodically provide investment counsel with an estimate of expected net cash flow. The Investment Committee will notify the investment consultant in a timely manner, to allow sufficient time to build up necessary liquid reserves or provide other prudent alternatives for the purposes of liquidity.

©Adjoin

To maintain the ability to deal with unplanned cash requirements that might arise, the Investment Committee requires that a minimum of 2% of Fund assets shall be maintained in cash or cash equivalents, including money market funds or short-term U.S. Treasury bills.

To allow for additional liquidity, periodic cash needs, or for other expenses approved by the Board, the fund may utilize a loan structure backed by the collateral in the Fund's accounts. The investment manager will review and communicate rates, available credit, and other key factors to the Investment Committee on a regular basis and when requested.

Marketability of Assets

The Investment Committee requires that all of Fund assets be invested in liquid securities, defined as securities that can be transacted quickly and efficiently for the Fund, with minimal impact on market price.

Investment Guidelines

Allowable Assets

1. Cash Equivalents
    - Treasury Bills
    - Money Market Funds
    - Commercial Paper
    - Bankers Acceptances
    - Repurchase Agreements
    - Certificates of Deposit
2. Fixed Income Securities
    - U.S. Government and Agency Securities
    - Corporate Notes and Bonds
    - Mortgage Backed Bonds

©Adjoin

- Preferred Stock
- Fixed Income Securities of Foreign Governments and Corporations
- Planned Amortization Class Collateralized Mortgage Obligations (PAC CMOs) or other "early tranche" CMOs

3. Equity Securities
   - Common Stocks
   - Convertible Notes and Bonds
   - Convertible Preferred Stocks
   - American Depository Receipts (ADRs) of Non-U.S. Companies
   - Stocks of Non-U.S. Companies (Ordinary Shares)
4. Mutual Funds
   - Mutual Funds that invest in securities as allowed in this statement.
5. Other Assets
   - Guaranteed Investment Contracts (GIC's)
   - Exchange Traded Funds
   - Real Estate Properties
   - Publicly Traded REITs

Derivative Investments

Derivative securities are defined as synthetic securities whose price and cash flow characteristics are based on the cash flows and price movements of other underlying securities. Most derivative securities are derived from equity or fixed income securities and are packaged in the form of options, futures, CMOs (APAC bonds, IOs, Pos, residual bonds, etc.), and interest rate swaps, among others. The Investment Committee feels that many derivative securities are relatively new and therefore have not been observed over multiple economic cycles. Due to this uncertainty, the Investment Committee will take a conservative posture on derivative securities in order to maintain its risk adverse nature. Since it is anticipated that new derivative products will be created each year, it is not the intentions of the document to list specific derivatives that are prohibited from investment; rather it will form a general policy on the derivatives. **Unless a specific type of derivative security is allowed in this document, the Investment Manager(s) must seek permission from the Investment Committee to include derivative investments in the Fund's portfolio. The Investment Manager(s) must present detailed information as to the expected return and risk characteristics of such investment vehicles.**

©Adjoin

Prohibited Assets

Prohibited investments include, but are not limited to the following:

1. Commodities and Futures Contracts
2. Private Placements (including private REITs)
3. Options
4. Limited Partnerships
5. Venture-Capital Investments
6. Interest-Only (IO), Principal-Only (PO), and Residual Tranche CMOs

Prohibited Transactions

Prohibited transactions include, but are not limited to the following:

1. Short Selling
2. Margin Transactions

Diversification for Investment Relations

The Investment Committee does not believe it is necessary or desirable that securities held in the Fund represent a cross section of the economy. However, in order to achieve a prudent level of portfolio diversification, the securities of any one company or government agency should not exceed 10% of the total Fund, and no more than 30% of the total Fund should be invested in any one industry. Individual treasury securities may represent 40% of the total Fund, while the total allocation to treasury bonds and notes may represent up to 100% of the Fund's aggregate bond position.

Guidelines for Fixed Income Investments and Cash Equivalents

1. Cash equivalents may be invested in commercial paper rated A1 (or equivalent) or better.
2. Fixed income maturity restrictions are as follows:
    - Maximum maturity for any single security is 30 years.
    - Weighted average portfolio maturity may not exceed 15 years.
3. Money Market Funds selected shall contain securities whose credit rating at the absolute minimum would be rated investment grade by Standard and Poors, and/or Moody's.

©Adjoin

Selection of Investment Managers

The Investment Committee's selection of Investment Manager(s) must be based on prudent due diligence procedures. A qualifying investment manager must be a registered investment advisor under the Investment Advisors Act of 1940, or a bank or insurance company.

Performance Review and Evaluation

The investment performance of total portfolios, as well as asset class components, will be measured against commonly accepted performance benchmarks. Consideration shall be given to the extent to which the investment results are consistent with investment objectives, goals, and guidelines as set forth in this statement. The Investment Committee intends to evaluate the portfolio(s) over at least a three-year period, but reserves the right to terminate a manager for any reason including the following:

1. Investment performance that is significantly less than anticipated given the discipline employed and the risk parameters establishes, or unacceptable justification of poor results.
2. Failure to adhere to any aspect of this statement of investment policy, including communication and reporting requirements.
3. Significant qualitative changes to the investment management organization.

Investment managers shall be reviewed regularly regarding performance, personnel, strategy, research capabilities, organizational and business matters, and other qualitative factors that may impact their ability to achieve the desired investment results.

Investment Policy Review

To assure continued relevance of the guidelines, objectives, financial status and capital market expectations as established in this statement of investment policy, the Investment Committee plans to review investment policy at least annually.

Effective Date: July 1, 2013

Revised: January 1, 2023

©Adjoin

14. Confidential Information

14.1 Disclosure of Confidential Information

It is the policy of the Adjoin that the internal business affairs of the organization, particularly confidential information and trade secrets, represent Adjoin assets that each employee has a continuing obligation to protect.

1. Information designated as confidential may not be discussed with anyone outside the organization and may be discussed within the organization only on a "need to know" basis. In addition, employees have a responsibility to avoid unnecessary disclosure of non-confidential internal information about the company, its employees, its clients, and its vendors. However, this employee responsibility to safeguard internal company affairs is not intended to impede normal business communications and relationships.

2. Employees authorized to have access to confidential information may be required to sign special nondisclosure agreements and must treat the information as proprietary Adjoin property for which they are personally responsible. Employees are prohibited from attempting to obtain confidential information for which they have not received authorization. Employees violating this policy will be subject to discipline, up to and including termination, and may be subject to legal action.

3. The Chief Executive Officer (CEO) is responsible for coordinating the security and control of Adjoin information and for approving any exceptions to this policy. The COO, Director of Programs, Directors, and Program Managers are responsible for identifying information that should be classified as confidential and should work closely with the CEO to develop procedures to secure and control the information. Information that is designated as confidential should be clearly identified and properly secured.

©Adjoin

4. All media inquiries and other inquiries of a general nature should be referred to the CEO or their designee. In addition, all press releases, publications, speeches, or other official declarations must be approved in advance by CEO or his/her designee.

5. All general program information regarding services and locations can be handled by the Regional Manager/Program Manager and/or their designee.

6. All questions about employee references or other information concerning current or former employees should be referred to the CEO.

7. All legal request for information regarding clients, employees or company documents such as subpoenas, search warrants, investigations, or any other legal action are to be immediately referred to the CEO or their designee before disclosing any information.

8. Employees should not discuss with the officers, directors, or employees of competing organizations any topic that might give the impression of an illegal agreement in restraint of trade. These prohibited topics include pricing agreements, client information, and other service agreements.

9. Employees are prohibited from disclosing “material inside” information that could affect the market value of the Adjoin’s financial securities to anyone outside the organization until that information has been made available to the public by management. Employees also are prohibited from using that information for their own personal profit.

Effective Date: January 1, 2006

Revised: January 18, 2010

©Adjoin

14.2 Securing Confidential Information & Data

Adjoin is dedicated to maintaining security to all confidential information and data on all clients and employees. As the organization has grown, so too have internal and external threats to the security and confidentiality of information. This policy applies to all confidential, sensitive, and/or personal information collected and stored on all clients and employee's past and present.

All employees who have access to confidential information will ensure the information is treated in accordance with all confidentiality policies and procedures. In addition, all employees are responsible for immediately reporting any suspected violation of confidentiality policies and procedures to a Manager, Chief Operating Officer and/or CEO.

Definitions

For the purposes of this policy "information" is defined as any communication or reception of knowledge regarding Adjoin and includes facts, data, or opinions that may consist of numerical, graphic, or narrative forms, whether oral, downloaded to equipment, or maintained in mediums, including, but not limited to, computerized databases, papers, disks, CD's, flash drives, cell phones, computers, laptops, tablets, PDAs and any other device capable of storing data.

"Confidential Information" is defined as any Adjoin "information" as described above that specifically identifies and/or describes an employee or clients organizational or health information, which if disclosed or released, a reasonable person would conclude that negative financial, competitive, or productive loss may occur and/or may cause legal or other non-beneficial impacts on the organization.

©Adjoin

Examples of "Confidential Information"

Additional specific examples of confidential information include, but are not limited to, the following items. Individuals who are uncertain if the type of information being used is confidential should seek clarification from their manager.

- An employee's or client's name, birth date, race, gender, marital status, disability status, veteran status, citizenship, and/or social security number.
- An employee's or client's home address, telephone number(s).
- An employee's personnel file or a client's program files (including all contents stored within).
- An employee's employment status or a client's program status.
- An employee's benefit enrollment information.
- Organizational finance, operating plans, strategic, business or marketing plans and legal documents.

Procedures

The following safeguards will be followed to prevent the use or disclosure of information:

- Access confidential information for the sole purpose of performing job related duties
- Do not seek personal benefit or permit others to benefit personally from any confidential information
- Do not permit the unauthorized use of any confidential information
- Will apply file access and record retention policy to electronic and paper records equally. Do not maintain information beyond the time outlined in our policy.
- Will not remove confidential information from the work premises, without explicit management authorization.

©Adjoin

- Secure information will be locked in rooms or cabinets
- No information will be left in open places, such as conference rooms, where an unauthorized person(s) could access it
- No laptops, mobile media devices or paper documents shall be left in automobiles under any circumstances.
- Documents with sensitive information are to be shredded rather than being thrown away in the garbage
- Fax numbers are to be double checked prior to sending information; Coordinate a system to confirm receipt by the person to whom the information was sent
- E-Mail addresses are to be double checked prior to sending the information.
- Information sent via email is to be encrypted or a password protected attachment is to be sent
- Will not include confidential information via e-mail.
- Will not include confidential information on any work-related materials-unless it is essential to complete the work-related duty. Do not include any confidential extraneous information via any means of communication. Use non-identifiable client or employee codes instead of names to reduce the potential for a breach of information.
- Do not send confidential work-related materials to your personal e-mail address for the purposes of working from home or any other purpose.
- When possible, use registered mail to send information to confirm it wasn't intercepted or delivered to the wrong party
- Confidential, sensitive, or personal data are not to be stored on non-encrypted laptops or mobile devices. In the event of an urgent or emergency client situation, an employee may take photos of client illness/injuries only with the clients and manager's direct authorization. All photos and particularly photos of a sensitive or private nature must be deleted immediately after providing the photo to the manager for company mandated reporting purposes.

©Adjoin

- Data is not to be backed up to non-encrypted media such as diskettes, memory sticks, or CD's
- Ensure agreements with vendors or other contractors include assurances to appropriately protect information to prevent future privacy breaches or security incidents
- Will report in good faith suspected or knowing violations of this policy.
- Maintain strong passwords on all equipment including computers, laptops, cellphones, tablets and any other type of personal mobile devices or drives. All users of mobile devices must employ reasonable security measures including physical control of the device.
- Non-company issued cell phones with company e-mail must be set to erase all data/factory reset after 10 unsuccessful unlock attempts. Company issued cell phones tied to the server may be remotely erased of data to a factory reset upon the authorization from the CEO.
- Only utilize encryption capable devices.

Access Control

Adjoin retains the right to refuse, the ability to connect mobile devices to company infrastructure.

Notification Requirements

Notify your regional center immediately upon incident. Fill out Agency Information Security Incident Report and submit to regional center upon notification.

An Employee Incident Report must be filled out, submitted to supervisor, and reviewed by Chief Executive Officer immediately upon incident in addition to the notification of the regional center.

Effective Date: January 1, 2009

Revised: January 1, 2019

©Adjoin

Investment Policy – this policy version updates the asset allocation % to meet City National Rochdale's DERM policies. The Finance Committee has approved this update in 2022 but needs board approval also.

It is the policy of Adjoin that access to client files, employee personnel files, and financial records is limited to a need-to-know basis. Files are to be secure and not available for viewing by unauthorized individuals. At no time are these files to be copied or removed from the premises without written permission of the Chief Executive Officer (CEO). No files/records shall be destroyed if pending or current legal action will require their review. All policies and procedures referring to file retention apply to paper and electronic files maintained on any type of device. This includes and is not limited to: cell phones, e-mail, tablets, diskettes, thumb-drives, computers, laptops, and any other external storage device.

1. Client Files

Client information is considered confidential and is to be safeguarded as such. Access to client files is limited only to personnel who have been authorized by the CEO or their designee. Individuals have the right to see their own client files under the supervision of the above personnel. Active client files shall be located and available to authorized persons in the unit office providing service to the client. Unless otherwise amended by the CEO, information in files is to be retained for a period of five (5) years or as specified in the attached guidelines. Information over five (5) years old should be removed from these files and destroyed, however, for supported employment clients a record of all jobs held should be retained.

2. Company Files

Personnel Records

Personnel information is considered confidential and is to be safeguarded as such. Access to personnel files is limited only to personnel who have been authorized by the CEO or their designee. Management staff has authorization to access staff personnel files only for the employee's they directly supervise. The CEO and/or Chief Operating Officer may designate an Office Manager access to personnel files only in the capacity to file and retrieve information requested by authorized management staff.

©Adjoin

Individual employees and former employees have the right to see their own personnel files under the supervision of the above personnel and/or receive a copy of their personnel file within 30 days of a written request to the CEO and/or Chief of Operations. Notes may be taken about the contents of the file and/or a photocopy may be provided of documents signed by employee, upon written request within 30 days. Please note this may involve reviewing electronic documents under supervision of above personnel. A Personnel Record is defined as containing the applicable documents as outlined in the Adjoin Personnel Index.

Former employees will be charged a $20 one-time flat fee to retrieve their record from storage and to make a photocopy of their personnel record. A former employee's written request for a photocopy of their personnel record will be processed within 30 days after receipt of payment. Personnel records are to be retained for six (6) years after a person leaves the employment of ADJOIN at which time the files are to be purged and destroyed.

Financial Records

Access to financial records is limited only to personnel who have been authorized by the CEO or their designee. Financial files shall be maintained in the Corporate Office except for the filed logs submitted by the service personnel that shall be maintained at the unit offices. Financial records are to be held for a period of seven (7) years or to conform to Internal Revenue requirements. Records over seven (7) years old are to be removed and destroyed.

Access to confidential company files is limited only to personnel who have been authorized by the CEO or their designee. Unless otherwise amended by the CEO, information in files is to be retained for a period of five (5) years. Information over five (5) years old should be removed from these files and destroyed. Original documents such as, Incorporation papers, tax exemptions, tax ID#'s, by-laws, retirement plan, deeds, etc., shall be permanent documents that are not archived or destroyed.

See the following guidelines for specific retention timelines for information stored in the files listed above.

Effective Date: September 1, 1996

Revised: January 1, 2019

©Adjoin

14.3 File Access and Retention Guidelines

All policies and procedures referring to file retention apply to paper and electronic files maintained on any type of device. This includes and is not limited to cell phones, e-mail, tablets, diskettes, thumb-drives, computers, laptops, and any other external storage device.

Client File Retention Guidelines

Client's records are to be retained, archived, or removed and destroyed per the following schedules:

File Section	Active File	Archived File	Destroyed
Personal Identification	Permanent & updated while client is active	When client becomes inactive	After 5-years of inactive status
Referral/Collateral	Permanent & updated while client is active	When client becomes inactive	After 5-years inactive status
Intake & Assessment	Permanent & updated while client is active	When client becomes inactive	After 5-years of inactive status
Release of information/likeness	1-year: Must be updated annually while client is active	When client becomes inactive	After 5-years
ISP (Service Plan)	2-years or when client becomes inactive	After 3-years	After 5-years
Reports	2-years or when client becomes inactive	After 3-years	After 5-years

©Adjoin

File Section	Active File	Archived File	Destroyed
Summary Data	1-year or when client becomes inactive	After 4-years	After 5-years
Program Placement & Termination	2-years or when client becomes inactive	After 3-years	After 5-years
Field Surveys	2-years	Do not archive	After 2-years
Client Financial Records	2-years or when client becomes inactive	After 3-years	After 5-years
Medical Information	2-years or when client becomes inactive	After 3-years	After 5-years
Meeting minutes/Notes	1-year or when client becomes inactive	After 4-years or when client becomes inactive	After 5-years
Miscellaneous	2-years or when client becomes inactive	After 3-years or when client becomes inactive	After 5-years

Company Files Retention Guidelines

Files and other documents are to be retained, archived, or removed and destroyed per the following schedules:

File Section	Active File	Archived File	Destroyed
Original Documents (Incorporation papers, tax exemptions, tax ID #, Bylaws, retirement plans, deeds, etc.)	Permanent	Do not archive	Permanent

©Adjoin

File Section	Active File	Archived File	Destroyed
Board Minutes	3-years	Permanent	Permanent
Audit Reports	5-years	Permanent	Permanent
Contracts, Agreements, & Leases	1-year beyond end date	4-years	5-years
Policies & Procedures, (Handbooks, General Client, Safety, In-Services, etc.)	While in-force	Permanent	Permanent

Personnel Records Retention Guidelines

Personnel records are to be retained, archived, or removed and destroyed per the following schedules:

File Section	Active File	Archived File	Destroyed
Employee Personnel Files	Permanent & updated while employed	When not employed	After 6-years
Family Medical Leave Records	2-years, while employed	4-years or when not employed	After 6-years

©Adjoin

File Section	Active File	Archived File	Destroyed
I-9/Immigration ACTIVE Records	3-years	1-year or when not employed	3-years after hire or 1-year after termination, whichever is later
Applications/Help-Wanted Ads/Job Announcements	2-years	4-years	6-years
Safety/OSHA Records	2-years after date of action	4-years	6-years
Worker's Compensation Records	While employed and open claim	When claim closed	30 years after the date of injury/illness
Civil Rights/EEO/Fair Labor/ADA Records	2-years	4-years	6-years
Field Surveys	2-years	Do not archive	2-years

Financial Records Retention Guidelines

Financial records are to be retained, archived or removed and destroyed per the following schedules:

File Section	Active File	Archived File	Destroyed
Payroll Records	Current fiscal year, plus 1 year	5-years	7-years

©Adjoin

File Section	Active File	Archived File	Destroyed
IRS Records/ERISA	Current fiscal year, plus 1 year	5-years	7-years
Revenue/Billing Records	Current fiscal year, plus 1 year	5-years	7-years
General Accounting	Current fiscal year, plus 1 year	5-years	7-years

Effective Date: August 20, 1996

Revised: January 22, 2026

©Adjoin

14.4 Client Privacy

Clients' information is considered confidential and will be safeguarded as such. Adjoin respects the client's right to privacy and will not give information about the client to individuals or agencies without the client's written consent. Even when consent is given, only the information about the client that is necessary will be collected or shared. This information shall be used in developing a plan to help the client achieve their goals and objectives or to obtain the necessary support to make his/her plan successful.

Adjoin is sometimes required to report the client's progress to the client's funding agency, which could include client work hours, coaching/support hours and information related to the client's accomplishments. Information about the client's wages is reported to the Social Security office or other agencies when the client is the legal payee for social security.

Employees are prohibited from using or disclosing any personal, medical, financial, or criminal information regarding Adjoin client. All such matters, materials, and information are considered confidential and shall not be released without written authorization of the client(s) involved, unless in such cases that information is legally required or needed to conduct normal business. An employee should be aware that a breach of this policy may result in disciplinary action up to and including termination.

All clients have the right to see their file, which is maintained Adjoin. Should a client desire to view their files, they should contact their case responsible manager to set up an appointment. Notes may be taken about the contents of the file, but nothing is to be removed, photocopied, destroyed, or altered.

Effective Date: August 1, 1993

Revised: January 18, 2010

©Adjoin

14.5 Informed Consent

Employees are not to decide, make purchases, execute agreements, or execute contracts for a client without prior consent and full understanding of the client. This principle is extended to the requirement for signed informed consent when dealing with money handling, medical treatment, individual services/program plans, etc.

Effective Date: April 1, 1986

Revised: January 18, 2010

©Adjoin

14.6 Records Review

Client Files

Case responsible managers are responsible for keeping their client records in order. Client records will be reviewed periodically to discern if they are being kept in conformance with corporate policy. Case responsible managers are responsible for maintaining current Individual Service Plans (ISP) and other important documents for their clients.

Personnel Files

Supervising personnel are responsible for updating forms and documents kept in the personnel records. Human Resources personnel will maintain the official electronic personnel records for all staff. All personnel records shall be maintained in a secure location with customized access to maintain confidentiality. Management level staff have access to personnel files limited to those employees they directly supervise.

Financial Files

The Chief Financial Officer as directed by the Chief Executive Officer will review financial records at least quarterly. They will report to the Board of Directors.

Effective Date: August 20, 1996

Revised: January 1, 2019

©Adjoin

14.7 Data Breach Response

The purpose of this policy is to ensure that Adjoin complies with California Senate Bill 446 (SB 446) and Civil Code § 1798.82, which require prompt notification and response in the event of a data breach involving personal information of California residents, including employees, job applicants, and dependents.

This policy establishes clear procedures for identifying, reporting, investigating, and notifying affected individuals in the event of a breach involving computerized personal information that Adjoin owns, licenses, or maintains. By following this policy, the company ensures compliance with California law while protecting the privacy and security of personal information.

Scope

This policy applies to:

All Adjoin employees, contractors, and vendors who handle personal information of California residents.

All systems, databases, and devices (including third-party systems) that store or process personal information in electronic form.

Definitions

a. Personal Information (PI):
For purposes of this policy, “personal information” has the meaning defined in Civil Code § 1798.81.5, and includes an individual’s first name or first initial and last name in combination with one or more of the following when not encrypted or redacted:
    - Social Security number
    - Driver’s license or California identification card number
    - Account, credit, or debit card number with required access code or password
    - Medical or health insurance information

©Adjoin

- Biometric data (e.g., fingerprint, facial scan)
- Username or email address combined with a password or security question/answer
- Any other information that permits access to a financial, employment, or online account

b. Data Breach:
An unauthorized acquisition, access, or disclosure of computerized personal information that compromises its security, confidentiality, or integrity, consistent with SB 446.

c. Owns or Licenses Data:
Adjoin "owns" data if it collects or controls the information directly. It "licenses" data if it has the right to access or use personal information maintained by another entity. SB 446 applies to both owners and licensees of data.

Employer Responsibilities Under SB 446

When Adjoin becomes aware of a data breach involving personal information of any California resident, it must:

Investigate the incident immediately to determine the scope, cause, and affected data.

Notify affected individuals within 30 calendar days of discovering or being notified of the breach, as required by SB 446.

Provide notice in plain language following the structure required under Civil Code § 1798.82 (see Section 7).

Offer identity theft protection services (minimum 12 months) if Social Security numbers or similar identifiers were exposed and Adjoin was the source of the breach.

Notify the California Attorney General if more than 500 California residents were affected, in compliance with SB 446.

Maintain documentation of all breach investigations and notifications for at least 24 months.

©Adjoin

Roles and Responsibilities

Role	Responsibilities
Information Security (IT)	Detect and contain the breach; preserve evidence; coordinate forensic analysis; restore systems.
Human Resources (HR)	Identify affected employees or applicants; assist with notification content; coordinate support services.
Legal/Compliance	Determine notification requirements and timing; review notice content for compliance with SB 446; liaise with law enforcement or regulatory agencies.
Communications	Manage internal and external messaging, including press or employee FAQs.
Vendors / Third Parties	Must immediately notify Adjoin of any data breach involving data maintained on behalf of the company, as required under SB 446.

Investigation and Containment Procedures

Report Immediately: Any employee who suspects unauthorized access to personal data must report it to IT Security and HR within 24 hours.

Contain the Breach: IT must secure systems, revoke compromised credentials, and prevent further access.

Assess the Impact: Determine which records and individuals were affected, the date of the breach, and whether data was encrypted.

Engage Law Enforcement: Notify appropriate authorities if criminal activity is suspected.

Preserve Evidence: Retain relevant logs, devices, and communications for legal and forensic review.

All investigation steps must be documented in accordance with SB 446 requirements.

©Adjoin

Notification Requirements

The written or electronic notice to affected individuals shall be titled “Notice of Data Breach” and include the following sections, as required under Civil Code § 1798.82 and SB 446:

What Happened – A brief description of the breach, including the date or estimated range.

What Information Was Involved – Types of personal information affected.

What We Are Doing – Steps Adjoin has taken to contain the breach and prevent recurrence.

What You Can Do – Recommended steps for employees to protect themselves (credit freeze, password changes, etc.).

For More Information – Contact information for a company representative and, if applicable, major credit reporting agencies.

If required, attach details of free identity theft prevention or credit monitoring services offered.

A sample notice shall be submitted to the California Attorney General within 15 days if the breach affects 500 or more California residents, in compliance with SB 446.

Exceptions for Delay

Notification may be delayed only if:

- Law enforcement determines it would impede an active investigation; or
- Adjoin needs time to identify the breach’s scope or restore system integrity.
- Such delays must be documented and approved by Legal/Compliance, consistent with SB 446.

©Adjoin

Recordkeeping

Adjoin will maintain records of all breach incidents, investigation reports, and copies of notifications sent for a minimum of two years after the incident, as required under SB 446.

Enforcement

Failure to comply with this policy may result in disciplinary action, up to and including termination, and potential legal penalties for the company.

Policy will be reviewed annually to ensure ongoing compliance.

Effective Date: January 1, 2026

©Adjoin

15. Federal Grants or Awards

15.1 Cost Sharing & Matching

This policy has been developed to ensure that Cost Sharing and Matching on sponsored projects is proposed, accounted for, and reported in a manner consistent with the requirements set forth in federal regulations, requirements of sponsoring agencies, and the policies of Adjoin. For purposes of this policy, "cost share" and "match" shall follow the same guidelines.

It is the policy of Adjoin that the sponsor will pay all expenses, both direct and indirect, for work conducted under the sponsored project. However, under certain circumstances, we may provide the minimum amount of cost sharing necessary to meet sponsors' requirements. In all cases, we reserve the right to proportionately reduce the cost sharing commitment if awarded funds are less than proposed.

Definitions

Cost Sharing – resources contributed or allocated to a sponsored project over and above the support provided by the funding agency of that project. It is the portion of the total project cost not borne by the funding agency or sponsor. Adjoin, through funds derived from appropriate non-sponsored sources, is contributing its resources towards the objectives of the sponsored project.

Matching – when the project/proposal requires an equal or proportionate contribution from Adjoin or from other (third party) sources. This might be in the form of actual cash or "in-kind" contributions.

Mandatory Cost Sharing – funding, either required by the terms and conditions of the award or by federal statute that requires Adjoin to contribute toward the project. **Voluntary Committed Cost Sharing** – portion of the project costs that Adjoin provides on

©Adjoin

its own initiative when the funding agency does not require cost share, or the amount of cost share provided is more than the funding agency's mandatory requirement. We discourage voluntary committed cost sharing for these reasons:

- If our resources are committed to a project unnecessarily, then these resources will not be available for other projects that require a cost share.
- This represents a commitment that must be fulfilled if a proposal is accepted.
- This requires accurate and extensive tracking and accounting documentation.

Voluntary Uncommitted Cost Sharing – any effort that is not required by the sponsor and was not offered in a proposal, but which occurs in the course of executing a project. This does not require documentation or reporting.

Federal requirements for acceptable cost sharing

Costs and in-kind contributions, like other costs to the project, must be allowable, allocable, reasonable, and treated consistently. In addition, cost sharing or matching must meet the following criteria:

- Are verifiable from the recipient's records;
- Are not included as contributions for any other federally assisted project or program;
- Are necessary and reasonable for proper and efficient accomplishment of project and program objectives;
- Are allowable under the applicable cost principles;
- Are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching; and
- Are provided for in the approved budget when required by the Federal awarding agency.

Effective Date: January 1, 2010

Revised: January 18, 2010

©Adjoin

15.2 Management Control Areas

This supplemental policy has been developed to ensure that Adjoin has the necessary controls to satisfy the 17 Management Control Areas required by Federal grants or awards.

Cash Management
Drawdown of funds from awarded federal grants must:

- Be limited to the minimum amounts needed to cover allowable project costs;
- Be timed in accordance with the actual immediate cash requirements of carrying out the approved project; and
- Not be made to cover future expenditures.

Annual Audits
A federal single audit, performed in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards), will be conducted for programs that expend $500,000 or more of federal funds in a fiscal year. Unless prohibited by law, the costs of these audits made in accordance with the provisions of these requirements will be charged to the specific Federal grant or award.

Reports on these audits will be submitted to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after receipt or nine months after the fiscal year end.

Accounting System
Please refer to Adjoin's policy on Accounting Systems.

Bank Statements
Please refer to Adjoin's policy on Bank Accounts and Bank Reconciliations.

Disbursements/Procurement
Please refer to the more detailed Procurement policy under the Federal Grants or Awards section. In addition, please refer to Adjoin's policies on Disbursements and Expenditure Approval Process.

Matching or Cost Sharing
Please refer to Adjoin's Supplemental policy on Cost Sharing and Matching.

©Adjoin

Consultant and Contractors
Please refer to Adjoin's policy on Consultants and Contractors.

Expenditure Analysis
Financial reports/statements are prepared monthly for every Cost Center and Program and are submitted to appropriate area managers in a timely manner. These reports include Variance Reports, which is an analysis of actual costs versus budget. Significant variances between actual and budgeted expenditures are resolved to ensure total costs do not exceed the amounts budgeted for the grant period.

Indirect Costs
Please refer to Adjoin's supplemental policy on Program Costs.

Credit Cards
Please refer to Adjoin's policy on Expenditure Approval Process.

Timekeeping
Please refer to Adjoin's Supplemental policy on Program Costs.

Travel
Please refer to Adjoin's policy on Business Travel.

Property Control
Please refer to Adjoin's California's policy on Property and Assets.

Conflict of Interest
Please refer to Adjoin's policy on Conflicts of Interest.

Drug Free Workplace
Please refer to Adjoin's policy on Drug and Alcohol.

Allow ability of Costs
Please refer to Adjoin's Supplemental policy on Program Costs.

Program Income
Please refer to Adjoin's Supplemental policy on Program Income.

Effective Date: January 1, 2010
Revised: December 31, 2018

©Adjoin

15.3 Program Costs

This policy addresses all elements of cost incurred by Adjoin.

Direct Costs

Direct costs are costs that can be identified specifically to a cost center and program and therefore are charged directly to that cost center and program. These costs are recorded as they are incurred within the series of accounts assigned for that purpose and further distribution is not required.

Indirect Costs

Indirect costs are costs incurred for common objectives and therefore cannot be really and specifically identified to a specific cost center and program. These costs are either distributed/allocated directly to benefiting cost centers and programs or grouped in Indirect Departments (Home Office or Direct Support Services). These indirect costs are allocated based on total costs incurred by each cost center or program.

Payroll Costs

ADJOIN uses an electronic and online timecard system which allows staff to log time using the Internet or using the telephone. This allows the company to capture actual employee activity in real time.

Direct staff time (billable time) that is charged to a specific cost center/program/client is based on actual employee activity as reflected in the employee's timesheet. All other staff time (e.g., holiday pay, personal time off, etc.) is charged to employee's home cost center/program.

©Adjoin

All timesheets must be reviewed and approved by appropriate management personnel on a timely basis before they can be processed for payment.

Allow ability of Costs

To be allowable under Federal awards, costs must be reasonable, allocable, and adequately documented.

- A cost is reasonable if it does not exceed what a prudent person would incur under similar circumstances.
- A cost is allocable to a Federal award to the extent goods or services benefited the program.
- A cost is adequately documented if it is supported by accounting records and source documentation such as purchase orders, vouchers, invoices, payroll allocation reports, payroll summaries, timesheets, etc.

Effective Date: January 1, 2010

Revised: January 18, 2010

©Adjoin

15.4 Procurements

Adjoin's Disbursement/Procurement procedures will conform with Federal law and the standards identified in the CFR Part 200 and other applicable state and local laws.

Contractor's Work

ADJOIN will maintain oversight of contractor's work to ensure work is performed in accordance with the terms, conditions, and specifications of the contracts or purchase orders.

Conflicts of Interest

Please refer to the Code of Ethics section for additional information.
Please refer to Adjoin's policy on Employee Behavior for standards of conduct and disciplinary actions.

General Procurement Standards

As much as possible or where practicable, Adjoin will:

- Avoid acquisition of unnecessary or duplicative items.
- Consolidate or break-out procurements to obtain a more economical purchase.
- Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- Award contracts to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- Maintain records sufficient to detail the history of procurement. These records will include but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis of the contract price.

©Adjoin

- Be responsible, in accordance with good administrative practice and sound business judgement, for the settlement of all contractual and administrative issues arising out of procurements. These issues include but are not limited to source evaluation, protests, disputes and claims.

Competition

Where required, Adjoin will conduct procurement transactions in a manner providing full and open competition.

- To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals **will be excluded** from competing for such procurements.
- Procurements will be conducted in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposal, except in those cases where applicable Federal statutes expressly mandate or encourage geographical preference.
- Descriptions for technical requirements of the material, product or service to be procured must not contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications will be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated.
- Adjoin will clearly identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- Adjoin will ensure that the list of prequalified persons, firms, or products which are used in acquiring goods and services are current and include

©Adjoin

enough qualified sources to ensure maximum and open and free competition. We will not preclude potential bidders from qualifying during the solicitation period.

Methods of Procurement

Adjoin will use the following methods of procurement:

a) Procurement by **Micro-purchase**. Procurement by micro-purchase is the acquisition of supplies or services which does not exceed the micro-purchase threshold of $10,000[5]. To the extent where practicable, Adjoin will distribute micro-purchases equitably among qualified suppliers. These may be awarded without soliciting competitive quotes if Adjoin considers the price to be reasonable.

b) Procurement by **Small purchase procedures**. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies or other property that do not cost more than the Simplified Acquisition Threshold of $250,000[6]. This procedure requires that price and rate quotes must be obtained from an adequate number of qualified sources.

c) Procurement by **Sealed bids (formal advertising)**. Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.
   (1) In order for sealed bidding to be feasible, the following conditions should be present:

[5] In June 2018, the OMB issued a memorandum (M-18-18) increasing the micro-purchase threshold from $3,500 to $10,000. Please refer to 2 CFR Part 200.67.

[6] In June 2018, the OMB issued a memorandum (M-18-18) increasing the micro-purchase threshold from $150,000 to $250,000. Please refer to 2 CFR Part 200.88.

©Adjoin

(i) A complete, adequate, and realistic specification or purchase description is available;
(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:
(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
(v) Any or all bids may be rejected if there is a sound documented reason.

d) Procurement by **Competitive proposals**. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is

©Adjoin

awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
(2) Proposals must be solicited from an adequate number of qualified sources;
(3) ADJOIN must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

e) Procurement by **Noncompetitive proposals**. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
(1) The item is available only from a single source;
(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
(4) After solicitation of a number of sources, competition is determined inadequate.

Contracting with Small and Minority Businesses, Women's Business Enterprises and Labor Plus Area Firms

Adjoin will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus areas firms are used when possible.

©Adjoin

Control Cost and Price

Adjoin will perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, Adjoin will make independent estimates before receiving bids or proposals.

Effective Date: January 1, 2010
Revised: January 1, 2019

©Adjoin

15.5 Program Income

Program income is money that is earned or received by Adjoin from activities supported by grant funds or from products resulting from grant activities. It includes, but is not limited to, income from fees for services performed and from sale of items fabricated under a grant. The federal share of program income is determined by the percentage of total project costs that are supported by Adjoin.

To be consistent in managing program income, this policy is applicable to all program income earned or received from federal or non-federal sponsors.

Income Earned during the Grant Period

The federal share of program income earned during the grant period shall be retained by Adjoin and, unless the grant award specifies how income will be used, Adjoin will use it in one or more of the following ways:

- It may be added to the existing project funding to cover increased costs of the project or to further eligible program objectives;
- It may be used to finance the non-federal share of the project; or
- It may be used to finance the federal share of the project costs, which could result in an equivalent reduction in the federal grant amount.

Income Earned after the Grant Period

Unless the federal award specifies otherwise, Adjoin has no obligation to the Federal government regarding program income earned after the grant or project period.

Effective: January 1, 2010

Revised: January 18, 2010

©Adjoin

16. Community Services

16.1 Medication & Medical Services

Note: Prior to initiating any Medical Assistive Service that requires the monitoring, assisting or administration of any medications or medical treatment, a written, practitioner approval, Medical Services Plan must be on file. In all IHSP programs, a copy of the plan must be at the Residential Supported Living Site.

No employee of Adjoin may engage in direct support activities that require the monitoring, assisting or administrating of any medications or medical treatment without having successfully completed the Adjoin Medication Training. Medications and treatment may be provided only by individuals certified by *Adjoin* to do so. Paraprofessional employees should do so only under the supervision of the client's Case Manager. The prescribing practitioner ***only*** may make a modification, substitution, or change in medications or treatment.

No employee on behalf of Adjoin shall provide any medical treatments that are invasive in nature such as giving injections, inserting a suppository, etc.

In no case should any Adjoin employee modifies, substitute or change medications or treatment without the knowledge, approval, and written confirmation of the prescribing or other qualified practitioner. Any verbal changes approved or ordered should be noted and posted. Written confirmation should be requested, and an appropriate change made in the Medical Service Plan.

When providing Medical Assistive Services at a Residential Service Site, a list of all medications and treatments must be posted on site. When providing Medical Assistive Services away from a Residential Service Site, the medication list, practitioner emergency

©Adjoin

instructions and/or treatment list will always be kept in the possession of the direct support provider.

The medication list will state the generic as well as brand name of the medication, the frequency and dosage. Also posted are any contraindications or other warnings associated with the medication. The phone number and emergency instructions of the prescribing/attending practitioner will also be posted.

The treatment list will state any treatments, procedures, or instructions, the frequency and prescribing/attending practitioner. The phone number and emergency instructions of the prescribing/attending practitioner will also be posted.

Storage of Drugs

All medications shall be stored in secure location in the client's home as agreed upon by the client and his/her circle of support. For any medication to be stored in a locked container, PRIOR approval from Adjoin and funding agencies is required. A waiver of denial of rights would have to be put into place.

If a medication needs to be refrigerated, it must be stored in a separate, closed container labeled "Medication" in the refrigerator.

Discontinued Medication

When a medication is discarded (DC), the vial is removed from the client's medication supply. A label is put on top of the cap. The "DC" date is written on it, the Case Manager and/or their designee will dispose of the drug by taking it back to the pharmacy.

If a medication given by the day center or school is DC, notify the medication person of the change and ask to have the medication returned to the home.

Effective Date: August 2, 1995

Revised: January 1, 2025

©Adjoin

16.2 Client Home Safety

To ensure the client's safety while working in a client's home, staff is to abide by the following procedures:

1.	Staff should never let a person in the home who is not known as another Adjoin employee. If a stranger approaches the home, staff should let the person know that he/she cannot talk with him/her and he/she needs to contact the appropriate Case Manager.
2.	If the person asks for a number, staff is to give the person the appropriate Adjoin office number.
3.	If the person does not leave, staff is to close and lock the door and call the appropriate emergency on-call to consult whether 911 needs to be called.
4.	Staff is to notify the emergency on-call person if a stranger has attempted to enter the home or attempted to talk with staff after staff has told them to leave.
5.	If staff notice anyone hanging around a client's home who he/she does not know, staff should contact the emergency on-call person to consult whether the police need to be called or not.
6.	If someone comes to a client's home unexpectedly and claims to be an employee of an agency, staff is to ask to see a picture identification indicating they work with that agency.
7.	If they do not have anything to verify their employment, staff is to tell them that they need to leave. Staff should then call the appropriate Case Manager.
8.	If the person asks staff to call the appropriate manager, the person needs to stay outside, and staff is to close and lock the door while he/she makes the call.

©Adjoin

9.	Staff is to call 911 if anyone tries to force their way into the home and /or becomes volatile when asked to leave and he/she does not leave.
10.	If staff calls 911, staff are to call the emergency on-call to notify the Case Manager of the situation and an incident report is to be filed.

Staff should notify the case manager of any unexpected visits by people or any unusual occurrences around the home immediately.

Effective: January 1, 2001

Revised: January 18, 2010

©Adjoin

16.3 Transporting Clients

In some cases, behaviorally trained staff is required to transport a client who is agitated or who has a history of acting out in a vehicle. Only staff members who have special training in behavioral services are authorized to transport such clients and should:

1.	Place the client in the back-passenger seat of the vehicle (farthest away from the driver) when being transported;
2.	Have at least two staff members in the vehicle, with one staff in the back-driver's side seat if the client is agitated or has a history of acting out in a vehicle;
3.	Staff shall have access to a cell phone;
4.	If necessary, three staff may be needed to transport the client with two staff in the back seat with the client in the middle to assure a safe transport; and
5.	If a client acts out during the transport, staff is to pull over to the nearest safe place, engage the client in verbal de-escalation techniques and evasion techniques as needed, and allow the client time to calm down.

At no time should any client be required to load into a car, van, or bus when the client is displaying unsafe and inappropriate behavior (i.e., spitting, hitting, kicking, pinching, etc.).

Effective: January 1, 2001

Revised: January 1, 2025

©Adjoin

16.4 Transferring/Lifting Clients

Due to the nature of the services we provide, staff may need to transfer/lift individuals into and out of wheelchairs, beds, or other equipment to provide the necessary services for the individuals we serve.

To ensure staff and client safety:

1.	Staff must participate in both general lifting and transferring training provided by Adjoin and on-site hands on training in how to appropriately and safely transfer/lift individuals if it is an expected part of their duties;
2.	Staff must utilize all recommended safety equipment—when transferring/lifting individuals to reduce the chances of injury; and
3.	Staff must report immediately to supervisory staff any injuries incurred while transferring /lifting a client.
4.	The staff identified to provide the transferring and lifting must be physically capable of performing the task.

At no time should any staff be required to transfer/lift a client if staff has provided medical documentation stating he/she has physical limitations prohibiting said activity.

All employees who fail to follow this policy are subject to disciplinary action up to and including termination.

Effective: January 1, 2003

Revised: January 1, 2025

©Adjoin

16.5 Supported Living/Emergency Response

During providing services to clients, staff may need to access management staff and the on-call cell phone person to communicate necessary and critical information.

FIRST, SEEK MEDICAL OR POLICE ASSISTANCE ***For a life****-threatening* ***situation*** ***call 9-1-1***, identifying the situation and the dispatcher will determine the emergency intervention personnel needed. An **emergency** is a situation that poses an *immediate risk* to health, life, property or environment. Most emergencies require urgent intervention to prevent a worsening of the situation. Emergencies include, but are not limited to:

- Medical emergencies: heart attack, stroke, respiratory problems, choking, serious wounds, fractures, severe bites, severe burns, sever lacerations, diabetic crisis, non-baseline seizures, dislocations, severe dehydration, suspected internal injury, drowning, severe allergic reactions, poisoning, death, etc.
- Natural disasters: tornadoes, hurricanes, flood, mudslides, fire, earthquakes, explosions, etc.
- Crimes: aggravated assault, larceny, burglary, rape, robbery, etc. The client and/or staff may be the victim or the perpetrator.
- Psychiatric/emotional: Life threatening behavioral incidents including suicide and suicidal threats, severe property destruction, threats to cause harm to self or others, etc.
- Missing Person: You have tried to locate the client for one hour to no avail despite your best efforts.

SECOND, after the immediate life-threatening situation has stabilized sufficiently call the Adjoin on-call cell phone person to notify them of the incident and receive further instructions about additional required notifications and subsequent follow-up steps.

If your call is not immediately answered, leave a message with your phone number and allow 15-20 minutes for the person to return your call. If no one returns your call within try the next person on your emergency list, which is usually the Case Manager, or Program

©Adjoin

Manager in the order of chain of command respectively. You are not required to wait 15-20 minutes between each attempt to contact a Manager.

THIRD, if you have a ***non-life threatening situation*** but still require immediate attention or action by Adjoin and the matter cannot wait until the next business day, call the on-call cell phone numbers listed above for support and/or instructions. Examples of urgent matters that cannot wait until the next business day include, but are not limited to:

- No staff shows up for a shift work or you must leave due to illness or personal emergency.
- Medication questions or concerns.
- The client is showing signs of non-life-threatening illness or expresses illness/physical discomfort.
- Assistive equipment failure or malfunction.
- Home maintenance issues that pose an immediate health or safety issue such as: Electrical, heating, air, roof leaks, plumbing issues, etc.
- Any signs of suspected abuse that are not life threatening.
- Behavioral Incidents that are non-life threatening yet require guidance for redirection and preventive measures.

All active Supported Living employees will receive training and competency testing in emergency response procedures every quarter by their applicable Case Manager or Program Manager.

Effective: March 1, 2011

Revised: January 1, 2025

©Adjoin

16.6 Special Incident Reports

Complete, prompt notification of all incidents involving Adjoin clients to all involved parties is critical. A phone call is not enough. Timeliness is critical. All special incidents must be reported to your immediate supervisor within 24 hours of the time the employee becomes aware of the incident. A written report to the Regional Center known as a Special incident Report (SIR) must be completed, reviewed by your supervisor and submitted to the Regional Center within 24 hours of being made aware of the incident. The SIR may also be forwarded to other applicable agencies depending on the nature of the incident and as required by law.

Adjoin does not make a distinction between required reportable categories and supplemental/optional reporting as outlined in Regional Center Special Incident Reports. All categories listed on the Special Incident Report are required reporting areas per Adjoin general policies and procedures. The following outlines all Special Incident Report Requirement categories:

1. Suspected Abuse/Exploitation
    a. Physical
    b. Sexual
    c. Fiduciary
    d. Emotional/Mental
    e. Physical and/or Chemical Restraint
2. Suspected Neglect (failure to…)
    a. Assist in Personal Hygiene, Food Provision, Clothing, Shelter
    b. Prevent Malnutrition/Dehydration
    c. Provide Medical Care

©Adjoin

d. Protect from Health & Safety Hazard

3. Victim of Crime
    a. Personal Robbery
    b. Aggravated assault
    c. Burglary
    d. Forcible Rape
    e. Larceny
4. Serious Injury/Accident (treatment beyond 1st aid)
    a. Lacerations (sutures, staples or glue)
    b. Puncture wounds
    c. Fractures
    d. Dislocations
    e. Bites that break the skin
    f. Internal bleeding
    g. Medication errors/reactions (not refusals)
    h. Burns
    i. Overdose
5. Unplanned/Unscheduled Hospitalization
    a. Respiratory Illness
    b. Seizure-related
    c. Cardiac-related
    d. Internal Infection
    e. Diabetes Related

©Adjoin

f. Wound/skin care
g. Nutritional deficiencies
h. Involuntary psychiatric admission

6. Missing Person (reported to authorities)
7. Death

1. Serious Injury/Accident which occurs while the client is under the care and supervision of any vendor and results in one or more of the following:
    a. Injury-Accident
    b. Injury-Unknown origin
    c. Injury from seizure
    d. Injury from another client
    e. Injury from behavior episode
2. Aggression Displayed by Client
    a. Aggressive act to self
    b. Aggressive act to another client
    c. Aggressive act to staff
    d. Aggressive act to family/visitor

10. Other
    a. Violation of Rights
    b. Pregnancy
    c. Disease outbreak
    d. Fire
    e. Suicide attempt

©Adjoin

f. Threatened suicide
g. Medical emergency
h. Property damage
i. Other sexual incident-not rape
j. Unauthorized absence-law enforcement not authorized
k. Other sentinel or unexpected safety event

For all Special Incident Reports, remember to include a description of what happened and how this type of incident can be prevented in the future. Employees who fail to report and document incidents within a timely manner will be subject to disciplinary actions up to and including termination. Withholding or failure to report information regarding abuse or illegal activities can be a criminal offense. Adjoin is required to report all such activities to the proper law enforcement agencies.

All active Supported Living employees will receive training and competency testing in emergency response procedures every quarter by their applicable Case Manager or Program Manager.

Effective: March 1, 2011

Revised: January 1, 2025

©Adjoin

16.7 Medication Assistance Protocol

A Case Manager, or their designee will review the following Medication Protocol with new employees during the orientation period and with all ADJOIN staff at on-going staff meetings.

Procedure To Follow When Medications Come Into (Including Refills) The Home
All medications that come into the home; a copy of the ***Centrally Stored Medication Report or a medication list provided by a local pharmacy*** will be provided.
All refills that come into the home; a copy of the ***Centrally Stored Medication Report or a medication list provided by a local pharmacy*** will be provided.
Once medications are "verified" from the ***Centrally Stored Medication Report or a medication list provided by a local pharmacy***, they must be locked in a secure lock box or cabinet. The locked box must be placed in the designated locked cabinet or identified locked storage area (i.e., kitchen area). All medications secured in a client's home must be documented in the client's IPP or in a denial of rights.
When you assist and start a medication for the first time: Identify a start date on the bubble pack and draw an arrow to the first bubble that was popped. That way, you have a start point of reference when conducting pill counts.

©Adjoin

Procedure To Follow When Medications Are Discontinued Or Expired
Medications that are no longer being used must be logged on the ***Drug Return/Destruction Sheet.***
Once medications are logged, the **assigned staff on shift** must return medications that were discontinued or expired to the pharmacy or assign community medication drop site as soon as possible (i.e., same day preferably).
The Pharmacist will sign off on the ***Drug Return/Destruction Form*** and upload to the Client Files in Setworks.

	Procedure To Follow During Medication Assistance
1.	Take the client's ***Medication Administration Record and EMAR*** into a clean & open area where staff will prepare the medications on the assigned shift.
2.	Take the client's ***Medication Administration Record and EMAR*** into a clean & open area where you will prepare the medications **AWAY** from other clients if applicable. ***NOTE: This applies to multiple clients/staff on shift in a residence.*** Make sure that staff inform the co-worker that he/she is preparing medications so the co-worker can monitor the activity of your client while assigned staff are preparing the medications.
3.	Take out the client's medication from the designated area assigned.

©Adjoin

	**It should be noted that preparation time should only need 5-10 minutes depending on the amount of medication that is being prepared.*
4.	Go through 6 **RIGHTS** of medication administration before giving meds:
5.	✓ Are you giving the medication to the **RIGHT** person?
6.	✓ Are you giving the **RIGHT** medication? Compare the label, with the medication Administration Record and EMAR.
	*If there is a discrepancy, **DO NOT GIVE MEDICATION**.* ***Call the **ON-CALL** for instructions***
7.	✓ Are you giving the **RIGHT** dosage?
8.	✓ Are you giving it at the **RIGHT** time?
9.	✓ Are you giving by the **RIGHT** route?
10.	✓ Are you completing the RIGHT documentation?
11.	Read each label carefully on the medication pack and compare it with the label on the ***Medication Administration Record and EMAR***. Ensure medication has not expired prior to administration. Take out the appropriate amount of medication, following the instructions on the medication pack and Medication Administration Record. When utilizing bubble packed medication use the "swipe" method to ensure all medication is dispensed from the pack. Use clear medication cups as needed for administration. Count all medication and complete a visual

©Adjoin

	inspection to ensure all required medications, in the appropriate dosage amounts are present prior to administration.
	Have another staff (if available) double check to make sure that all initials are in the appropriate places and the appropriate amount of medications has been dispensed. Compare the medication in the cup with the ***Medication Administration Record and EMAR.***
13.	Assist with the prescribed medication with the client. Assistance with medication will be completed in every effort to promote independence and in accordance with the client's comfort and ability and in line with their individualized support plan. Team members will ensure that medication has not expired prior to administration.
14.	Sign off on the medication Administration Record and EMAR **IMMEDIATELY** when assistance in administering medication was provided.
15.	When utilizing bubble packed medication use the "swipe" method to ensure all medication is dispensed from the pack. Use clear medication cups as needed for administration. Count all medication and complete a visual inspection to ensure all required medications, in the appropriate dosage amounts are present prior to administration.
16.	Store medications in a specific designated area or as determined by court order, if applicable.
17.	When medication count is **LESS** than a **7-day supply**, assigned staff on shift will call for refills and log on ***Medication Call In-Log***.

©Adjoin

***NOTE**: It is very important to initial on the medication administration record and EMAR AFTER the medication has been given. Also, it is very IMPORTANT to make sure that you are preparing/assisting with medications & it's given to the RIGHT client.*

Procedure to follow if transferring medication for home visits or outings

- When a client leaves the house for a short period of time during which only one dose of medication is needed; the staff may give the medications to a responsible person in a zip lock bag with the client's name and address, the name of the medication and instructions for administering the dose.
- If the client is going to be gone for more than one dosage period, have the pharmacy write a separate order for additional medication. The assigned staff on shift will provide staff initials on the ***Medication Count Form*** to confirm preparation and note the name of the person, time, purpose, & date of medications given to the assigned person.
- Always have the person entrusted with the medications initial the ***Medication Count Form*** AND the note below (when returned), which identifies the number and type of medications sent out and returned.

Procedure to follow if medication is a PRN or "as needed"

Staff may assist the client with self-administration of his/her **prescription and nonprescription** PRN medication, when:

- The client's physician has stated in writing that the client can determine and clearly communicate his/her needs for a prescription or non-prescription PRN medication.
- The physician provides a signed, dated, written order for a prescription for a PRN medication, which is maintained in the client's file.
- The physician's order and the PRN medication label identify the specific symptoms that indicate the need for use of the medication, exact dosage, minimum hours between doses, and maximum doses to be given in a 24-hour period. Most non-prescription labels display this information.

©Adjoin

Staff may also assist the client with self-administration of his/her nonprescription PRN medication if the client cannot determine his/her need for a non-prescription PRN medication, but **can communicate** his/her symptoms clearly, when:

- The client's physician has stated in writing that the client ***cannot determine*** his/her need for nonprescription medication but can communicate his/her symptoms clearly.

- The client's physician provides a signed, dated, written order on a prescription, which is maintained in the client's file.

- The written order identifies the name of the client, the name of the PRN medication, instructions regarding when the ***medication should be stopped***, and an indication when the physician ***should be contacted for re-evaluation***.

- The physician's order and the PRN medication label identify the specific symptoms that indicate the need for use of the medication, exact dosage, minimum hours between doses, and maximum doses to be given in a 24-hour period. Most nonprescription medication labels display this information.

- A record of each dose is maintained in the client's medication Administration Record and EMAR and includes the date, time, and dosage taken, and the client's response.

Staff may also assist the client with self-administration of his/her prescription or non-prescription PRN medication if the client **cannot determine** his/her need for a prescription or non-prescription PRN medication, and **cannot communicate** his/her symptoms when:

- Staff contacts the client's physician before giving each dose, describe the client's symptoms, and receive permission to give the client each dose.

- The date and time of each contact with the physician and the physician's directions is documented and maintained in the client's file.

©Adjoin

- The physician provides a signed, dated, written order on a prescription blank or the physician's business stationery, which is maintained in the client's file.

- The physician's order and the PRN medication label identify the specific symptoms that indicate the need for use of the medication, exact dosage, minimum hours between doses, and maximum doses to be given in a 24-hour period.

- A record of each dose is maintained in the client's medication Administration Record and EMAR and includes the date, time, and dosage taken, and the client's response.

  Note: Should staff notice a negative change in client symptomology, the frequency of use or noted side effects it is advised that the staff note the issue on Medication Administration Record and EMAR, inform their direct supervisor and schedule an appointment to review the medication with the prescribing physician.

Procedure to follow for clients who have PRN medications and attend school or a day program

In the event that a PRN medication is prescribed for a client who attends school or day program, the assigned staff will request that the medication be packaged in separate bubble packs or bottles—one to be left at the client's home and one to be left at the school or day program.

If the medication cannot be separated into different packages—i.e. powders or liquids—a second prescription will be requested from the prescribing physician who may write a separate order for the additional medication. When the additional prescription is filled, that medication will be left at the school or day program.

©Adjoin

Procedure to follow if Medication dosage changes

- The doctor must write a whole new prescription.
- Deliver the new prescription to the pharmacy as soon as possible and without exceeding 24 hours.
- The pharmacy will bubble pack medication with new dosage. This *may* require the re-packaging of all medications prescribed to the client (dependent on location and date of medication within the old bubble pack). The pharmacy will deliver medication with new dosage.
- Log the new medication on the ***Medication Administration Record and EMAR if not listed*** when it arrives.
- Note the dosage change on the ***Medication Administration Record and EMAR*** by writing a line through from the last administered medication of the previous dose until the end of the month and writing "dosage change".
- Add the medication with the new dose on the next available (empty) line of the ***Medication Administration Record and EMAR*** with the complete information (name/dose/time/route) and ***use a highlighter pen to highlight the start date through the end date of the month from the previous medication and dose.*** Leave the new start date of the new dosage through the remainder of the month for staff to initial as new medication/dosage is given as prescribed.

Procedure to follow if Medication is missed

If a client refuses medication, staff can continue to encourage client to take medication within the first hour since the dose was supposed to be taken.

If a client misses a dose of medication (over an hour has passed since dose was supposed to be given):

1. Double check the Medication Administration Record and EMAR and communicate with staff that was present during the medication time to make sure that medication was <u>not</u> given.

©Adjoin

2. Call the **ON-CALL** staff to report the situation and receive further instructions.
3. The assigned staff or on-call staff will call the **DOCTOR/MEDICAL SUPPORT STAFF** for direction. Be sure to explain **ALL** of the details to the medical professional.
4. Make a note on the Medication Administration Record and EMAR as to what was done and whether medication was administered or not. Make sure to note **ALL** of the **DOCTOR'S (I.E., MEDICAL SUPPORT STAFF)** instructions.
5. If the Doctor is **NOT** available, contact the clients preferred pharmacist for recommendations. On-Call will notify **HOUSE MANAGER/CASE MANAGER** and REGIONAL CENTER **AFTER-HOURS** to explain situation.
6. Make sure to **DOCUMENT** everything that was completed.

Procedure to follow if you know or it appears that a client has taken medications that are not prescribed to them

1. First and most importantly, **CALL 911 (PARAMEDICS)**. Explain to them the entire situation as you saw it happen. Follow all instructions given to you by emergency services.
2. Call the **ON-CALL** staff to report the situation in detail.
3. The On-Call staff will notify the DOCTOR and Regional Center AFTER-HOURS. Be sure to explain **ALL** of the details to the doctor and Regional Center .
4. If the client requires a ride to the hospital via ambulance, follow behind the ambulance to the hospital. Stay with the client and document everything that was told to you by hospital staff regarding the client.
5. Make sure to **DOCUMENT** everything and follow up with **ON-CALL** staff so that they can follow up with Regional Center.
6. A **Special Incident Report (SIR)** must be completed by the person or persons involved in the incident.

©Adjoin

Procedure to follow for Refilling Medications

Whenever possible there should **be at least a 7- day supply of prescribed medications for each client in the home.**

- Two weeks (14 days) before a medication is due to run out, inform the Case Manager/House Manager/On-Call staff.

  NOTE: Check the ***Medication Call In Log*** to check if the medications have been called in.

- The assigned staff on shift will then call the pharmacy to re-order medications.

  NOTE: Once the bubble pack breaks the blue mark, re-order medications.

- The pharmacy will fill the medications and deliver to clients home or Case Manager, House Manager or On-Call staff will pick up the medications at the pharmacy. The ***Centrally Stored Medication Report or a medication list provided by a local pharmacy*** will be signed by every person exchanging or picking up medications.

- The medications will be transported and stored in a **temperature controlled** environment and out of direct sunlight.

- The medications enter the residence & the ***Centrally Stored Medication Report or a medication list provided by a local pharmacy*** will be provided at the assigned home.

- Medications are to be stored in a specific area or as determined by the planning team.

Procedures to follow for Emergency Medication Refills

- If a client requires an emergency medication refill; the Case Manager, or their designee will assist per the IPP plan.

- The Case Manager, will assist the client to be seen by an urgent care or emergency room for a refill prescription.

©Adjoin

- The Case Manager–or their designee will assist the client in obtaining his/her medications at their assigned pharmacy.
- If the assigned pharmacy is not open for services, the Case Manager, or their designee will contact a 24-hour pharmacy (i.e., Walgreens, 24hr Walmart, etc.) to determine if they will accept the client's insurance for the prescribed medications.
- Once approved, client will request a patient medication printout to verify that the prescribed medications are accurate and accounted for.
- If the pharmacy does not provide patient medication printouts, then the Case Manager, or their designee will complete a ***Medication Check In or Return Form*** to verify the list of refilled medications and signed by the client and staff.
- If the pharmacy provides the wrong medication, dosage, etc., then the Case Manager–or their designee will complete a ***Medication Check In or Return Form*** to return the incorrect medication to the local pharmacy and signed by a pharmaceutical representative.

NOTE: A Patient Medication Printout is a current medication list or current list of refilled medications provided by a local pharmacy.

Procedure to follow when the client leaves, transfers or dies

- All medications, including over the counter medications, should go with the client when possible.
- Document when medication is transferred with the client. Obtain the signature of the responsible person accepting the medications.
- If the client dies, medications must be destroyed. Medications that are no longer being used & must be logged on the ***Drug Return/Destruction Sheet.***
- Once medications are logged, they must be returned to the pharmacy for destruction as soon as the medications are no longer needed due to death.

©Adjoin

Procedure to follow when medications are found on the ground

Medications found in the client's home or community that are not witnessed to have been dropped, refused etc. must be determined to be either indeterminable found medications, determinable found medications constituting a medication error, or determinable found medications not constituting a medication error.

I. Indeterminable Found Medications

1. Please inspect the medication and see if there are any visible markings that would make the medication identifiable.
2. Compare the medication to the other current medications of all client(s). If you are unable to find a match (a medication with the exact numbers, letters, or other identifiable marks), put the medication in a zip lock located in the medication lock box or cabinet. On the zip lock, include your name, the date, where the medication was found, and note that it is an ***"Indeterminable"*** medication.
3. Assigned staff on shift will notify a supervisor or on-call person of the medication error, then staff will take the medication directly to the Pharmacy to be destroyed.

II. Determinable Found Medications Constituting a Medication Error

1. If you are able to identify the found medication as a medication that is a part of the current regimen of one of our client(s) with reasonable certainty, you must then consult with the current Medication Administration Record and EMAR to see if there are any "Signature Gaps" for that medication. If you find that there is also a gap in the Medication Administration Record and EMAR
2. that corresponds to the found medication, this would constitute a ***suspected*** medication error, which a Special Incident Report must be completed by the assigned staff on shift. Staff will notify the House Manager, Case Manager or on-call person of the medication error immediately.
3. Place the found medication in a zip lock bag located in the specific designated areas or as determined by court order, if applicable. On the zip lock bag, include your name, the date, where the medication was found, and note what

©Adjoin

medication was determined to be. Staff will take the medication directly to the Pharmacy to be destroyed.

4. The House Manager/On-Call staff will notify the primary Physician and the Pharmacist to let them know that a suspected medication error has occurred, and they will follow the directions given them by the primary Physician or the Pharmacist concerning the medication.

III. Determinable Found Medications Not Constituting a Medication Error

1. If you are able to identify the found medication as a medication that is a part of the current regimen of one of our client's with reasonable certainty, but there are no corresponding signature gaps in the current medication chart, **this would not constitute a special incident report (SIR)**.
2. Place the found medication in a zip lock bag located in the specific designated area or as determined by the planning team. On the zip lock bag, include your name, the date, where the medication was found, and note what medication that it was determined to be. The assigned staff will take the medication to pharmacy to be destroyed.
3. The House Manager, Case Manager, or On-Call staff will notify the primary Physician on his next scheduled visit.

Effective: September 1, 2015

Revised: January 22, 2026

©Adjoin

16.8 Wandering/Elopement and Locating a Missing Client

Risk Factors

Cognitively impaired individuals who wander are at high risk of injury or death. Wandering is defined as occurring when clients aimlessly move about without appreciation of their personal safety. Elopement, in which the person departs away from supervision undetected, is the most dangerous type of wandering. In addition to cognitive impairment, client risk factors for wandering include older age, male sex, poor sleep patterns, agitation, aggression, low stress tolerance, and a more socially active lifestyle. Even non-ambulatory clients who are confined to a wheelchair can wander, demonstrating that a client's propensity to wander should not be underestimated.

Adjoin requires regularly assessing a clients' propensity to wander, even in individuals who may not appear capable of wandering or elopement and taking proactive measures to protect these individuals. Our challenge is to balance client's safety with personal freedom.

Preventative Strategies

Consenting clients should always have a card in their possession with their bus route and emergency phone numbers (i.e., their home, Adjoin emergency cell number, parent's home if applicable, place of employment), written on it. Direct support staff should facilitate and monitor this on a regular basis. Help clients update cards frequently. Clients shall receive regular training on how to access support in the event of an emergency.

The most effective preventative strategy to minimize wandering/elopement risk is for direct support staff to maintain visual contact and supervision of assigned client(s) during work as required. Direct support staff should learn to recognize and promptly attend to clients' needs. The role of direct support staff is to facilitate *consistent* engagement with their client. Engagements and interventions consist of training and support in identified service goals and facilitation of social contact and recreational opportunities.

©Adjoin

Technology such as alarms, visual alerts or cameras are evaluated for need on an individual basis and require consent and authorization from the client and his/her conservator, and all other identified support members including Adjoin. Any authorized technology shall be documented in the individual's safety plan.

Direct support staff must have access, always, to a digital copy of the Client Information Sheet and Consent for Emergency Treatment/Emergency Procedure Plan located in the Client Management System. These contain information specific to each client such as their photo, emergency treatment preferences, seizures, first aid procedures, medications, and emergency contact persons.

In the event of client wandering or elopement, below is the staff response procedure:

Procedure:

1.	Always contact your Supervisor immediately.
2.	Contact someone from the client's last departing point.
3.	If the client is not there:
4.	• Back track on the route that the client would have taken and/or check the next major bus stops; refer to bus schedule on client information sheet.
5.	• Contact a responsible party from the client's home and give him/her the phone number of the office or other person centrally coordinating the search. Ask that they please call if they have any contact with the client or if the client shows up.
6.	• If the client is riding on a transit bus system, contact the transit bus business office.
7.	• If you have an emergency before or after transit bus business hours, call the Dispatcher's desk and let transit bus know you are looking for a lost person. You will need to give them the client's name and physical description. Also, give any information on where the client was supposed to be. Ask that they please call if the client is located.

©Adjoin

8.	• Contact someone at the client's destination point and give the phone number of the office or other person centrally coordinating the search. Ask that they please call if they have any contact with the client or if the client shows up.
9.	• If all the above results in a no show, contact parents, supervisor, or significant other to determine if the missing person needs to be reported to the police.
10.	• If no one can be contacted for assistance and you have tried to find the client to no avail for 1 hour, notify the police. Provide the police with all pertinent client information and follow police instructions. Simultaneously, Regional Center must be notified, regardless of the hour or day.
11.	• When the client is found, re-contact the police, Regional Center, and bus company to notify them.
12.	• A Special Incident Report or Critical Incident Report must be completed and processed per our policies and procedures.

©Adjoin

17. Behavioral Services

17.1 Medication & Medical Services

Note: Prior to initiating any Medical Assistive Service that requires the monitoring, assisting or administration of any medications or medical treatment, a written, practitioner approval, Medical Services Plan must be on file. In all IHSP programs, a copy of the plan must be at the Residential Supported Living Site.

*No employee of Adjoin may engage in direct support activities that require the monitoring, assisting, or administration of any medications or medical treatment without having successfully completed the **Adjoin Medical Orientation**.* Medications and treatment may be provided only by individuals certified by *Adjoin* to do so. Paraprofessional employees should do so only under the supervision of the client's Case Manager. The prescribing practitioner ***only*** may make a modification, substitution, or change in medications or treatment.

No employee on behalf of Adjoin shall provide any medical treatments that are invasive in nature such as giving injections, inserting a suppository, etc.

In no case should any Adjoin employee modify, substitute or change medications or treatment without the knowledge, approval and written confirmation of the prescribing or other qualified practitioner. Any verbal changes approved or ordered should be noted and posted. Written confirmation should be requested, and an appropriate change made in the Medical Service Plan.

When providing Medical Assistive Services at a Residential Service Site, a list of all medications and treatments must be posted on site. When providing Medical Assistive Services away from a Residential Service Site, the medication list, practitioner emergency

©Adjoin

instructions and/or treatment list will always be kept in the possession of the direct support provider.

The medication list will state the generic as well as brand name of the medication, the frequency and dosage. Also posted are any contraindications or other warnings associated with the medication. The phone number and emergency instructions of the prescribing/attending practitioner will also be posted.

The treatment list will state any treatments, procedures, or instructions, the frequency and prescribing/attending practitioner. The phone number and emergency instructions of the prescribing/attending practitioner will also be posted.

Storage of Drugs

All medications shall be stored in secure location in the client's home as agreed upon by the client and his/her circle of support. For any medication to be stored in a locked container, PRIOR approval from Adjoin and funding agencies is required. A waver of denial of rights would have to be put into place.

If a medication needs to be refrigerated, it must be stored in a separate, closed container labeled "Medication" in the refrigerator.

Discontinued Medication

When a medication is discarded (DC), the vial is removed from the client's medication supply. A label is put on top of the cap. The "DC" date is written on it, along with the "discard date" which is three months later. The medication is put into a box labeled "discontinued drugs." If, at any time during this three (3) month period, the medication is reordered, the medication is put back into the client's supply and the DC label is removed from the top of the vial. Otherwise, the Case Manager and/or his/her designee will dispose of the drug by taking it back to the pharmacy.

©Adjoin

If a medication given by the day center or school is discarded, notify the medication person of the change and ask to have the medication returned to the home.

Effective: August 2, 1995

Revised: January 18, 2010

©Adjoin

17.2 Mental Health

While providing services to clients in crisis and in follow along, staff may need to assist clients in accessing the local Mental Health Crisis services.

Staff should never provide services to a client at a mental health facility without the appropriate authorization from the regional center and his/her immediate supervisor.

There are situations when it is appropriate for staff to stay at the facility with the client and situations when it is not appropriate to stay with the client at the facility.

These are the *appropriate* situations for staff to stay with a client at the facility:

- When approved by agreement between Community Mental Health, the Regional Center and Adjoin;
- When staff transports a client to the facility for a pre-arranged appointment, i.e., medication, outpatient, doctor's appointment, etc.;
- When staff transports a client to the facility to be seen by a crisis worker during regular business hours;
- When a client is waiting to be seen at the mental health facility, is alone, and may be determined to be vulnerable to other people waiting to be seen. (Vulnerable may mean that client is a minor or may be hearing or vision impaired. Vulnerable may mean any condition that would allow for victimization by others as determined by the regional center); and/or
- When it is necessary for staff to act as an advocator for the client or for the regional center.

©Adjoin

These are the *inappropriate* situations for staff to stay with a client at the facility:

- When a law enforcement agency has transported a client to a mental health facility and officers are wanting to leave, but cannot unless someone takes their place;
- When a client arrives at the mental health facility on his/her own;
- When a client is capable of self-advocacy;
- When a client waiting at the facility becomes assaultive or agitated and staff are called and requested to come sit with the client to prevent injury to mental health staff or destruction of property; and/or
- When a client is accompanied by a care provider or family member.

Staff is always available to transport a non-aggressive, non-assaultive person home from the mental health facility upon regional center authorization.

Effective: January 1, 2001

Revised: January 18, 2010

©Adjoin

17.3 Transporting Clients

In some cases, behaviorally trained staff is required to transport a client who is agitated or who has a history of acting out in a vehicle. Only staff members who have special training in behavioral services are authorized to transport such clients and should:

1. Place the client in the back-passenger seat of the vehicle (farthest away from the driver) when being transported.
2. Have at least two staff members in the vehicle, with one staff in the back-driver's side seat if the client is agitated or has a history of acting out in a vehicle.
3. Staff shall have access to a cell phone.
4. If necessary, three staff may be needed to transport the client with two staff in the back seat with the client in the middle to assure a safe transport.
5. If a client acts out during the transport, staff is to pull over to the nearest safe place and allow the client time to calm down.

At no time should any client be required to load into a car, van, or bus when the client is displaying unsafe and inappropriate behavior (i.e., spitting, hitting, kicking, pinching, etc.).

Effective: January 1, 2001

Revised: January 18, 2010

©Adjoin

17.4 Client Home Safety

To ensure the client and safety while working in a client's home, staff is to abide by the following procedures:

1. Staff should never let a person in the home who is not known as another Adjoin employee. If a stranger approaches the home, staff should let the person know that he/she cannot talk with him/her and he/she needs to contact the appropriate Case Manager.
2. If the person asks for a number, staff is to give the person the appropriate ADJOIN office number.
3. If the person does not leave, staff is to close and lock the door and call the appropriate emergency on-call to consult whether 911 needs to be called.
4. Staff is to notify the emergency on-call person if a stranger has attempted to enter the home or attempted to talk with staff after staff has told them to leave.
5. If staff notice anyone hanging around a client's home who he/she does not know, staff should contact the emergency on-call person to consult whether the police need to be called or not.
6. If someone comes to a client's home unexpectedly and claims to be an employee of an agency, staff is to ask to see a picture identification indicating they work with that agency.
7. If they do not have anything to verify their employment, staff is to tell them that they need to leave. Staff should then call the appropriate Case Manager.
8. If the person asks staff to call the appropriate manager, the person needs to stay outside and staff is to close and lock the door while he/she makes the call.
9. Staff is to call 911 if anyone tries to force their way into the home and /or becomes volatile when asked to leave and he/she does not leave.

©Adjoin

10. If staff calls 911, staff are to call the emergency on-call to notify the Case Manager of the situation and an incident report is to be filed.

Staff should notify the case manager of any unexpected visits by people or any unusual occurrences around the home immediately.

Effective: January 1, 2001

Revised: January 18, 2010

©Adjoin

18. Transportation Services

18.1 Transporting Clients

In some cases, behaviorally trained staff is required to transport a client who is agitated or who has a history of acting out in a vehicle. Only staff members who have special training in behavioral services are authorized to transport such clients and should:

1. Place the client in the back-passenger seat of the vehicle (farthest away from the driver) when being transported.
2. Have at least two staff members in the vehicle, with one staff in the back-driver's side seat if the client is agitated or has a history of acting out in a vehicle.
3. Staff shall have access to a cell phone.
4. If necessary, three staff may be needed to transport the client with two staff in the back seat with the client in the middle to assure a safe transport.
5. If a client acts out during the transport, staff is to pull over to the nearest safe place and allow the client time to calm down.

At no time should any client be required to load into a car, van, or bus when the client is displaying unsafe and inappropriate behavior (i.e., spitting, hitting, kicking, pinching, etc.).

Effective: January 1, 2001

Revised: January 18, 2010

©Adjoin

18.2 Rented/Leased Vehicles

Due to the nature of these services, transportation services may need to be provided in rented or leased vehicles.

Staff must have special authorization for the RD/Regional Manager/Program Manager or their designee to provide such services in his/her own vehicle.

Failure to follow this policy could result in disciplinary action up to and including termination.

Effective: January 1, 2001

Revised: January 18, 2010

©Adjoin

18.3 Transportation Cell Phone

Due to the nature of the services, all staff providing transportation services are required to have a cell phone with them during transportation of a client.

If staff does not have a personal cell phone available to them, Adjoin will provide one. It is the staff's responsibility to contact the manager in order to arrange to utilize the cell phone provided by Adjoin. It is also the staff's responsibility to promptly return the cell phone following the conclusion of the transportation.

The cell phone is to be used for Adjoin business only.

Failure to follow this policy could result in disciplinary action up to and including termination.

Effective: January 1, 2002

Revised: January 18, 2010

©Adjoin

18.4 Medical Emergency during Transportation

If a medical emergency should arise while transporting an individual, staff is to follow these guidelines:

Life threatening emergency	Contact 911 immediately
Medical emergency requiring care	Nearest urgent care or ER
Non-Life Threatening emergency	Utilize First Aid kit in vehicle contact supervisor and/or other numbers listed on Emergency Phone list

Staff is required to carry a cell phone, a first aid kit and the emergency phone list with them always when transporting an individual. All these items are provided by Adjoin.

Failure to follow this policy could result in disciplinary action up to and including termination.

Effective: January 1, 2002

Revised: January 18, 2010

©Adjoin

18.5 Transportation Hiring Requirements

Pursuant to Title 17, California Code of Regulations, Section 58520, an individual is not eligible for hire as an employee of the Adjoin Transportation Program if the individual is found to have been convicted of:

1. Driving Under the Influence (DUI) of alcoholic beverage or any drug, or combination of two, pursuant to Vehicle Code Sections 23152 and 23153 within *five years* immediately preceding and during employment.
2. Reckless driving pursuant to Vehicle Code Section 23101 and 23104 within *three years* immediately preceding and during employment.
3. Speed contest pursuant to Vehicle Code Section 23109 within *three years* immediately preceding and during employment.

Failure to follow this policy could result in disciplinary action up to and including termination.

Effective: January 1, 2003

Revised: January 18, 2010

©Adjoin

19. Vocational Services

19.1 Placement / Retention Fees

At the discretion of the Chief Executive Officer, placement/retention fees may be paid by Adjoin in recognition of the time and extra effort put forth by the employee toward assisting our clients in finding and retaining employment.

Placement Fee

A placement fee may be paid to the person who developed the job regardless of the funding source and will be paid once the funding agency has been billed for the Placement of a client. Once a client has been placed in a job, the responsible employee must submit the following documents to the Accounting Department for billing purposes:

- a copy of the applicable funding source **placement fee authorization**
- a copy of proof of employment placement **required** by the funding agency, for example DOR's Supported Employment Job Placement Information form (DR383) or the CIE Incentive Payment Vendor Form from the Regional Center

These documents will prompt Accounting to:

- bill the funding agency for the placement fee
- enter the placement fee amount in the employee's electronic timecard which will be included in the employee's paycheck once it has been duly approved by the area RD/Regional Manager or Director of Program Services.

©Adjoin

Retention Fee(s)

A retention fee(s) may be paid to the person who has greatly helped the client succeed in retaining such employment and will be paid once the funding agency has been billed for the Retention of a client. Once a client has reached their funding source designated retention time at the job, the responsible employee must submit the following documents to the Accounting Department for billing purposes:

- a copy of the funding agency **retention fee authorization**
- a copy of the Change of Status Report form (Adjoin form) noting Retention period under New Status section
- a copy of proof of employment retention **required** by the funding agency, for example DOR's Job Coaching Report (DR384) or the CIE Incentive Payment Vendor Form from the Regional Center

These documents will prompt Accounting to:

- bill the funding agency for the retention fee
- enter the retention fee in the employee's electronic timecard which will be included in the employee's paycheck once it has been duly approved by the area RD/Regional Manager.

Effective: December 1, 1998

Revised: January 1, 2018

©Adjoin

19.2 Client Criminal Background Disclosure Policy

In the event that an individual is referred to Adjoin who is seeking paid employment and known to have a criminal record which is a matter of public record, Adjoin shall give full disclosure to prospective employers at the legally appropriate point in the process. Information shared will be within the confines of the law and will include and explanation of the violation as well as the outcome disposition.

In accordance with the law, the criminal background disclosure made by Adjoin to a prospective employer may only occur during the following pre-employment process:

- After the conditional job offer and during the course of the employer's criminal background screening, if applicable.

If the individual has a criminal history and is receiving our Supported Employment services, Adjoin may assist the individual to become bonded through the Employment Development Department.

The client shall sign a *Release of Criminal Background Disclosure Agreement* acknowledging that he/she has received a copy of this policy, been provided with an explanation of its' contents, and confirmed his/her understanding of this policy.

Adjoin shall deny services to any client who refuses to sign this *Release* but will be given assistance to identify other service providers in collaboration with his/her Regional Center Service Coordinator and/or Vocational Rehabilitation Service Counselor.

Effective: August 1, 2009

Revised: January 1, 2018

©Adjoin

19.3 Rehabilitation Technology Policy

Description

Rehabilitation technology is an individualized service which can assist individuals with disabilities overcome barriers to full participation in education, rehabilitation, employment, transportation, independent living, and recreation. Adjoin will only support rehabilitation technology that is necessary to achieve the individual's vocational objectives and goals.

A client's need for rehabilitation technology will be considered at every stage of the vocational rehabilitation process – from intake to program exit. Before an individual is determined ineligible because he or she cannot benefit from services, rehabilitation technology must be considered. When appropriate, the Coordinated Service Plan (CSP) will include a statement of the specific rehabilitation technology services necessary to achieve the intermediate vocational rehabilitation objectives and long-term vocational rehabilitation goals.

Adjoin supports rehabilitation technology services that are necessary to meet the functional needs of an individual in achieving vocational objectives and goals.

Definitions

Rehabilitation technology means the systematic application of technologies, engineering methodologies, or scientific principles to meet the functional needs of persons with disabilities. This includes rehabilitation engineering as well as assistive technology devices and services. Rehabilitation technology includes only those devices or services required to overcome the functional limitations imposed by a client's disability.

©Adjoin

Devices or services that are available under a prescription from a qualified health care professional, and/or are available through Medicaid or third-party medical insurance (including prosthetic and orthotic devices, wheelchairs, hearing aids, etc.) are considered restoration services, **not** rehabilitation technology. Devices or services required solely for training or employment that are not the result of the person's disability are considered equipment, not rehabilitation technology.

Assistive technology device means an item, piece of equipment, or product system, whether acquired commercially off the shelf, modified, or customized, that is used to increase, maintain, or improve the functional capabilities of individuals with disabilities.

Assistive technology service means any service that directly helps a client with a disability select, acquire, or use an assistive technology device, including:

1. Assessing the needs of a client with a disability, including how the client functions in his/her customary environment or the environment where the device will be used, such as the home or worksite;
2. Help in selecting, designing, fitting, customizing, adapting, or applying assistive technology devices;
3. Help find funding to maintain, repair, or replace assistive technology devices;
4. Coordinating and using other therapies, interventions, or services with assistive technology devices;
5. Training or assistance regarding rehabilitation technology required by a client with a disability, or, where appropriate, other family members;
6. Training or assistance regarding rehabilitation technology needed by the client for others who play a major role in the individual's life. This could include professionals, employers, or other individuals who provide services such as education and rehabilitation.

©Adjoin

Responsibility of Others in Providing Rehabilitation Technology

Rehabilitation technology, in the form of assistive technology devices and services, is the responsibility of agencies, programs, and employers as reasonable accommodations under the Americans with Disabilities Act and/or under Sections 503 and 504 of the Rehabilitation Act. For instance, schools, colleges and post-secondary programs often modify computers in their technology labs to allow access by students with disabilities. Likewise, an employer may provide an ergonomic chair to allow a worker to sit comfortably at the work site.

Adjoin will not provide rehabilitation technology that is the responsibility of others as reasonable accommodations for individuals to fully participate in their programs, services or employment.

Adjoin will help clients seek alternative funding sources when needed.

Effective Date: November 1, 2010

©Adjoin

19.4 Vocational Medication Services Policy

VOCATIONAL Services does *not* provide medication services to clients enrolled in the program. Vocational Services does *not* prescribe, dispense, administer or physically control medications prescribed to the program participants.

Effective: July 1, 2012

©Adjoin

20 VETERANS

20.1 Supportive Services Veteran Families (SSVF): Applicability of Policies & Procedures

The SSVF Program, operating as "Service to Stability" (are program services provided by Adjoin Veterans a division of Adjoin, a California public benefit, nonprofit corporation. As such, it is subject to all existing Administrative Policies & Procedures of Adjoin--contained herein and its Board Policies & Procedures.

As a contracted service of The Department of Veterans Affairs of the United States (or **VA)**, Service to Stability is further limited to the scope of services and requirements of the contract between **Adjoin** and **VA.**

Further, **Adjoin and its subsidiaries, divisions, programs and services** (including Service to Stability) are subject to the laws and regulations of the United States of America and the State of California.

Conflicts arising between any of the above-mentioned controlling parties or with other unmentioned parties are subject to the resolution by the CEO of Adjoin or their designee.

Effective: July 1, 2012

Revised: January 1, 2018

©Adjoin

20.2 SSVF Program Guide

In order to bring Adjoin Veterans SSVF program into compliance with Veterans Administration guidelines, Adjoin has developed policies and procedures unique to the SSVF program by using the **SSVF Program Guide** as a reference manual.

The following policies and procedures will serve as the primary operating document for the Adjoin Veterans SSVF program.

Effective: July 1, 2012

Revised: January 1, 2019

©Adjoin

20.3 SSVF—SERVICE TO STABILITY

Adjoin Veterans will coordinate or provide supportive services to very low-income veteran families. These families may reside in permanent housing, maybe homeless and scheduled to become residents of permanent housing within a specified time period, or may after exiting permanent housing, be seeking other housing that is responsive to the very low-income veteran family's needs and preferences.

Adjoin Veterans uses a combination of direct intervention, assistance grants, counseling, support services and case management to address the needs of the veterans and their families.

Case Management/Coordination means to effectively assist participant households in achieving housing stability, Adjoin Veterans must provide ongoing housing focused case management services. The primary objective of housing focused case management is to extend support to participants, through an individualized case management relationship, that will ultimately translate to increased housing stability. This service is the central service of the supportive services program. The routine for housing focused case management delivery is regular consultations with participants in individualized meetings. These sessions are dedicated to assessing and reassessing needs, educating participants on the VA and community resource opportunities, developing housing stability plans, scheduling appointments, and providing necessary follow-up to ensure housing stability plans are progressing on schedule and needs are being adequately addressed. Housing Stability plans include reasonable, attainable, time oriented; set actionable goals which are monitored regularly for progress towards housing stability. Adjoin Veterans also used housing first case management services to determine how to allocate temporary financial assistance to participants on the basis of relative need. Structurally, housing-focused case management is central to SSVF's collection of supportive services. It establishes a foundation upon which linkages with public benefits and mainstream community resources can be layered. To create such linkages, grantees research the availability of local programs, including healthcare, affordable housing, employment, income support,

©Adjoin

legal trusting relationships, cultivated in case management, position grantees to effectively build connectivity between their participants and these resources.

Case Management activities will include: Assisting participants in locating, obtaining, and retaining suitable permanent housing. Such activities may include: Identifying appropriate permanent housing and landlords willing to work with homeless veteran families; tenant counseling; mediation with landlords; and outreach to landlords. Adjoin will work to develop strong housing partnerships and landlord relationships through targeted activities, proactive activities, policies for recruitment and on-going education and positive communication. Further, case management activities may include outreach to eligible veteran families, assisting participants with obtaining and coordinating VA and other public benefits; financial planning; transportation; employment services; and linkages to health care, daily living services, payee services, legal services, and child care.

Adjoin Veterans SSVF Shallow Subsidy initiative provides rental assistance to very low-income and extremely low-income Veteran households who are enrolled in SSVF's Rapid Rehousing services or SSVF's Homeless Prevention services. It is likely that most participants will have already received rental assistance (this is not a requirement), but remain rent burdened and require the longer-term, shallow subsidy rental assistance to maintain permanent housing. Under the SSVF Shallow Subsidy initiative, designated SSVF grantees will provide rental assistance payments directly to landlords on behalf of the Veteran household for up to two years. SSVF staff will also offer light touch case management services to participants to assist Veteran families in maintaining their housing stability.

Adjoin Veterans will utilize existing community resources, partner with existing governmental, private, and faith-based agencies to maximize resources and opportunities for successful outcomes.

Adjoin Veterans will be engaged with the local CoC to the fullest extent possible, including participating in the local Coordinated Entry Process. ADJOIN VETERANS will work in close partnership with the local CoC to establish a community-wide plan to prevent and end homelessness among Veterans.

©Adjoin

Adjoin Veterans will also seek to prevent homelessness among **Participants** and their families who are most at-risk for becoming homeless.

Adjoin Veterans will expect full commitment, participation, and cooperation of the program's **Participants** in order to achieve success.

Adjoin Veterans will reduce homelessness among veterans and their families.

Program Philosophy

"**Person-First**" means that Adjoin Veterans is committed to individualized solutions developed by person-centered planning with each veteran and household.

"**Housing-First**" means that a veteran and household must *first* be in stable and sustainable housing.

"**Community-First**" means that the services our community partners and we deliver are grounded in the real world of what will work for both participant and the community in which they live.

"**Results-First**" means finding the *right* answers that make a *real difference* for veterans and their families.

Program Goals

- **Enhance housing stability** for veterans and their families who are homeless or at severe risk of becoming homeless
- **Provide immediate services** to help veterans and their families

©Adjoin

- **Seek out those most in need** of our services
- **Be respectful, helpful, confidential, and effective**

Quality Services

We will **engage participants and partners** in designing, implementing, and monitoring our program, personnel, and services.

We hold ourselves and our employees to the **highest ethical and professional standards**.

We will **fulfill the goals of the Department of Veterans Affairs Supportive Services for Veteran Families program**.

Effective: July 1, 2012

Revised: January 1, 2020

©Adjoin

20.4 Organizational Design

Adjoin Veterans program is designed to achieve the VA's goal of eliminating homelessness among veteran families and the HVRP goal of supporting Veterans in attaining and maintaining employment.

Employees of Adjoin Veterans will be expected to perform their duties in a professional and caring manner. Job Descriptions will be reviewed at least annually and updated as needed by the Chief Executive Officer and/or their designee.

All job descriptions will contain requirements for skills, knowledge, ability, experience, specific duties, supervisory responsibilities, and physical expectations.

Staff employees, consultants, trainees/interns, and temporary employees are expected to reflect the appropriate levels of skills, knowledge, ability and experience of their position that are contained in the job description.

Adjoin Veterans will certify that all new direct support staff have completed the series of webinars titled "Rapid Re-Housing Training Series for Direct support Providers" found on the SSVF website's homepage.

Adjoin Veterans will ensure frontline staff receive suicide prevention training once per year and attend all other VA mandated training sessions.

Effective: July 1, 2012

Revised: January 1, 2019

©Adjoin

20.5 Supportive Services

Adjoin Veterans, SSVF program will assist participants in obtaining any benefits from VA for which the participants are eligible. Such benefits include, but are not limited to:

a) Vocational and rehabilitation counseling;
b) Employment and training service;
c) Educational assistance;
d) Health care services;
e) Daily living services;
f) Personal financial planning services;
g) Income services;
h) Fiduciary and representative payee services;
i) Legal services;
j) Housing counseling services; and
k) Other supportive services, including time-limited payments to third parties (e.g., temporary financial assistance payments on behalf of Veteran families to landlords, utility companies, moving companies, and eligible child care providers) provided these payments help Veteran families remain in permanent housing or obtain permanent housing and meet the other requirements in 38 CFR 62.33 or 38 CFR 62.34 of the Federal Regulations.

Adjoin Veterans SSVF will assist participants to obtain and coordinate the provision of other public benefits provided by Federal, State, local, or tribal agencies, or any eligible entity in the area or community served and coordinating with such entity.

If a benefit is unavailable—but critical to the needs of the participant, Adjoin Veterans may also provide such benefit directly to participants upon approval of the CEO or his/her designee.

Effective: July 1, 2012

Revised: January 1, 2018

©Adjoin

20.6 Outreach and Recruitment

Adjoin Veterans will provide outreach services and use our best efforts to ensure that hard-to-reach, very low-income veteran families occupying permanent housing are found, engaged, and provided supportive services.

Adjoin Veterans' SSVF is an active liaison with local VA facilities, State, local, tribal, and private agencies and organizations providing supportive services to very low-income veteran families in the area or community to be served by the grantee.

Adjoin Veterans SSVF utilizes the Coordinated Entry System to receive matches and referrals to our SSVF program.

Adjoin Veterans has created a written Outreach Plan that details the means and methods to be used to contact, identify and assess eligibility of potential participants and their families. The SSVF Outreach Plan is detailed, reviewed, and updated by the Director in Program records.

©Adjoin

20.7 Health Care Services

Adjoin Veterans will refer eligible veteran families to Health Care Services which may include:

1) Health insurance and referral to a governmental or eligible entity that provides any of the following services:
   a) Hospital care, nursing home care
   b) Out-patient care, mental health care
   c) Preventive care
   d) Habilitative care
   e) Rehabilitative care
   f) Case management
   g) Respite care
   h) Home care

2) Training of any very low-income veteran household member in the care of any very low-income veteran household member

3) The provision of pharmaceuticals, supplies, equipment, devices, appliances, and assistive technology

Effective: July 1, 2012

©Adjoin

20.8 Daily Living Services

Adjoin Veterans will refer eligible veteran families to daily living services, which may consist of the referral of a participant, as appropriate, to an entity that provides services relating to the functions or tasks for self-care usually performed in the normal course of a day, including, but not limited to, eating, bathing, grooming, dressing, and home management activities.

Personal Financial Planning Services

Adjoin Veterans will provide directly and/or refer eligible veteran families to personal financial planning services, which include, at a minimum, providing recommendations regarding day-to-day finances and achieving long-term budgeting and financial goals.

Transportation Services

Adjoin Veterans will provide directly and/or refer eligible veteran families to transportation services which may include:

1) Adjoin Veterans may provide temporary transportation services directly to participants; however, the preferred method of direct provision of transportation services is the provision of tokens, vouchers, or other appropriate instruments so that participants may use available public transportation options.

2) Adjoin Veterans may make payments on behalf of a participant needing car repairs or maintenance required to operate the vehicle if the payment will allow the participant to remain in permanent housing or obtain permanent housing, subject to the following:

    a) Payments for car repairs or maintenance on behalf of the participant may not exceed $1,200 during a 2-year period; such period beginning on the date the grantee first pays for any car repairs or maintenance on behalf of the participant.

    b) Payments for car repairs or maintenance must be reasonable and must be paid by the grantee directly to the third party that repairs or maintains the car.

        i) Participants may be required to share in the cost of car repairs or maintenance as a condition of receiving assistance with car repairs or maintenance.

Effective: July 1, 2012

Revised: April 10, 2015

©Adjoin

20.9 Income Support Services

Adjoin Veterans will provide directly and/or refer eligible veteran families to income services which may include which may consist of providing assistance in obtaining other Federal, State, tribal and local assistance, in the form of, but not limited to, mental health benefits, employment counseling, medical assistance, veterans' benefits, and income support assistance.

Fiduciary and Representative Payee Services

Adjoin Veterans will provide directly and/or refer eligible veteran families to fiduciary and representative payer services which may consist of acting on behalf of a participant by receiving the participant's paychecks, benefits or other income, and using those funds for the current and foreseeable needs of the participant and saving any remaining funds for the participant's future use in an interest bearing account or saving bonds.

Legal Services

Adjoin Veterans will refer eligible veteran families to legal services which may include to assist a participant with issues that interferes with the participant's ability to obtain or retain permanent housing or supportive services. Examples of common legal issues include eviction, child support, assistance in obtaining SSI and SSDI, landlord/tenant issues, outstanding warrants, assistance in obtaining VA benefits, driver's license, criminal records and debt collection. Refer to SSVF program guide for allowable and unallowable legal costs.

Effective: July 1, 2012

Revised: January 1, 2019

©Adjoin

20.10 Childcare

Adjoin Veterans will provide directly and/or refer eligible veteran families to childcare which may include:

1) Referral of a participant, as appropriate, to an eligible childcare provider that provides childcare with sufficient hours of operation and serves appropriate ages, as needed by the participant; and

2) Payment by a grantee on behalf of a participant for childcare by an eligible childcare provider.

    a) Payments for child care services must be paid by the grantee directly to an eligible child care provider and cannot exceed a maximum of 10 months in a 2-year period, per child, or a maximum of 6 months in a 12-month period, per child, beginning on the date that the grantee first pays for child care services on behalf of a participant. In extremely low-income participant households a maximum of 12 months in a 2-year period, per child or a maximum of 9 months in a 12-month period, per child.

3) Adjoin Veterans requires participants to share in the cost of childcare as a condition of receiving payments for childcare services.

4) Payments for childcare services cannot be provided on behalf of participants for the same period of time and for the same cost types that are being provided through another Federal, State, or local subsidy program.

5) As a condition of providing payments for childcare services, the participant will develop a reasonable plan to address the participant's future ability to pay for childcare services. Adjoin Veterans will assist the participant to implement such plan by providing any necessary assistance or helping the participant to obtain any necessary public or private benefits or services.

Effective: July 1, 2012

Revised: April 10, 2015

©Adjoin

20.11 Housing Counseling/Search Services

Adjoins Veterans will provide directly to eligible veteran families to income services which may include which includes the provision of counseling relating to the stabilization of a participant's residence in permanent housing. Housing Counseling includes providing referrals to appropriate local, tribal, State, and Federal resources, and providing counseling, education and outreach directly to participants on the following topics, as appropriate:

1) Housing search assistance, including the location of vacant units, the scheduling of appointments, viewing apartments, reviewing tenant leases, and negotiating with landlords on behalf of a participant;
2) Rental and rent subsidy programs;
3) Federal, State, tribal, or local assistance;
4) Fair housing;
5) Landlord tenant laws;
6) Lease terms;
7) Rent delinquency;
8) Resolution or prevention of mortgage delinquency, including, but not limited to, default and foreclosure, loss mitigation, budgeting, and credit;
9) Home maintenance and financial management.

Effective: July 1, 2012

©Adjoin

20.12 Temporary Financial Assistance

Only Veterans households who meet both stage 1 and 2 of the homeless prevention screening form may be offered temporary financial assistance. Service Directed Housing Intervention may be provided to households who only eligible for stage 1.

NOTE: Veteran households who are assessed and determined to be eligible for SSVF's Rapid Resolution services are exempt from Homeless Prevention screening criteria (Stage 2).

Due to the Stafford Act, SSVF has been granted a temporary lift regarding traditional limitations of rental assistance provided (6 to 9 months depending on AMI). Under the Stafford Act eligible participants are able to receive continued rental assistance past 6 to 9 months. Once the Stafford Act is lifted traditional SSVF rental assistance protocols will return.

Adjoin Veterans may provide the following services that are necessary for maintaining independent living in permanent housing and housing stability:

Rental Assistance

Rental assistance includes the payment of rent, mobile home lot rent when participant owns or rents the mobile home and penalties or fees to help a participant remain in or obtain permanent housing. *(Note: Where a rental fee is inclusive of utilities, the entire amount will be considered "rental assistance" and will be subject to the applicable conditions).* Rental assistance payments can be provided for amounts that are currently due (including first month or prorated rent paid prior to or at move in) or are in arrears, and for the payment of penalties or fees that have been incurred by the participant and are required to be paid under an existing lease or court order. Such allowable fees are typically late rent fees that are paid directly to the landlord. The level of assistance provided is on a case-by-case basis, based on the minimum amount needed to prevent the program participant from becoming homeless or

©Adjoin

returning to homelessness in the near term. Note that debts owed by the Veteran on former leases, related to housing where the Veteran no longer resides, are not an allowable TFA expense for rental assistance.

Rental assistance may be provided to eligible participants using SSVF grant funds, with the following restrictions:

Restrictions on Rental Assistance (per 38 CFR 62.34(a))	
Payment	▪ Must be paid by the Adjoin directly to the third-party provider to whom rent is owed
Rent Reasonableness	Adjoin must determine reasonableness of rent, penalties or fees prior to aiding by using a market study, reviewing 3 comparable advertised units, or using a note from the property manager verifying the comparability of 3 units for the amount owed. Must be completed for Veterans receiving financial assistance and either staying or moving into a new housing unit. Rent reasonableness is not required for HUD-VASH participants. ▪ To determine reasonableness, Adjoin will consider: (i) the rent, location, number of bedrooms and if utilities are included. Must be comparable to rents charged during the same t i me period for similar units in the private unassisted market Must not be in excess of rents being charged by property owner during same time period for unassisted units

©Adjoin

Shared Housing	Rent charged for a participant must be proportional to the size of the participant's private space in comparison to other private space in the unit (i.e., excluding common space). Veteran must be listed on the lease and has full tenancy rights. Participation in shared housing arrangement must be
Cost-Sharing with Other Programs	Rental assistance payments cannot be provided on behalf of participants for the same period of time and for the same cost types that are being provided through another Federal, State, or local housing subsidy program (e.g., if a participant is receiving a HUD-VASH voucher, SSVF grant funds may be used to pay the participant's security deposit, but SSVF grant funds may not be used to cover the rental assistance paid by HUD/PHA.) When the cost type is different than what is paid by the housing subsidy, SSVF rental assistance may be used.
Assistance Limit	Eligible for payments currently due or in arrears (*note: the number of months in arrears paid for through rental assistance counts towards the maximum allowable months of assistance*) Maximum of 10 months in a 2-year period. Maximum of 6 months in a 12 –month period. Must be in compliance with rent reasonableness.
Assistance Limit for Extremely Low Income Families.	Maximum of 12 months in a 2 –year period. Maximum of 9 months in a 12 –month period. Must be in compliance with rent reasonableness.

©Adjoin

Participant must reside in San Diego County Assistance Limit for 30-50% AMI 30% AMI	**Restrictions on Rental Assistance/Shallow Subsidy** (per 38 CFR 62.34(a)(8)) Maximum of 24 months of the maximum amount of 35% Fair Market Rent, LESS the number of months received in traditional SSVF rental assistance. Maximum of 24 months of the maximum amount of 35% Fair Market Rent (in addition to traditional SSVF rental assistance)

As with all temporary financial assistance under the SSVF Program:

- Rental assistance may only be provided if the payment of such assistance is necessary to enable the participant to obtain or retain permanent housing.

- As a condition of assistance, the Adjoin will help the participant develop a reasonable plan to address the participant's future ability to pay rent. Adjoin will assist the participant to implement such plan by directly providing necessary supports or by helping the participant to obtain necessary public or private benefits or services. If Adjoin determines that the rent is not reasonable or that rental assistance will not allow the participant to obtain or retain permanent housing because the participant cannot reasonably be expected to afford to remain in the selected unit once SSVF rental assistance ends, SSVF grant funds will not be used to provide rental assistance. In such cases, Adjoin will assist the participant in locating affordable housing that meets the participant's needs or, if affordable housing is not readily available, attempt to connect the participant with a program that offers long-term rental assistance (e.g., HUD-VASH, McKinney-Vento funded supportive housing programs, etc.). If necessary, Adjoin will attempt to connect the participant with short-term support if long-term support is not readily available.

©Adjoin

- Adjoin will conduct initial (and any appropriate follow-up) inspections of the housing unit into which the participant will be moving.

Utility Payment Assistance

Utility payment assistance includes the payment of utility costs (i.e. heat, electricity, water, sewer and garbage collection) to help the participant obtain or retain permanent housing. Utility assistance may consist of payments for multiple types of utilities. Telephone or cell phone services are not eligible expenses. Utility assistance can be provided for amounts that are currently due or are in arrears. Note that SSVF may use TFA to pay outstanding utility arrears pertaining to a previous rental situation where the Veteran no longer resides provided that the old utility debt now prevents the participant household from obtaining utilities in a new housing arrangement. Amounts owed for telephone, cable, and other utilities not listed above are not eligible.

Utility payment assistance may be provided to eligible participants using supportive services grant funds, with the following restrictions:

Restrictions on Utility Payment Assistance (per 38 CFR 62.34(b))	
Payment	Payment must be made by Adjoin directly to a utility company Participant, legal representative or a member of the household must have an account in his/her name with a utility company or proof of responsibility to make payments
Cost-Sharing with Other Programs	Payments for utilities cannot be provided on behalf of participants for the same period of time and for the same cost types that are being provided through another Federal, State, or local program

©Adjoin

Assistance Limit	Maximum of 10 months utility payments in a 2-year period Maximum of 6 months utility payments in a 12-month period Arrears may be paid up to, but not exceed the maximum allowable months of assistance. In other words, each month of payment past due is counted individually towards the maximum number of allowable months. For example, Jeff owes $900.00 in utilities accrued over 9 months with $100.00 owed each month. The SSVF program may pay up to $600.00 for debt accrued over 6 months. Note: Utility assistance may consist of payments for multiple types of utilities. For example, over a 2-year period, ADJOIN could assist a participant with 10 months of assistance for gas, electricity and water, provided the payments cover the same ten months.
Assistance Limit for Extremely Low-Income Families	Maximum of 12 months utility payments in a 2-year period. Maximum of 9 months utility payments in a 12-month period.

As with all temporary financial assistance payments made under the SSVF Program:

- Utility payment assistance necessitates the development of a reasonable plan to address the participant's future ability to make utility payments. Adjoin will assist the participant to implement such plan by providing necessary assistance directly or by helping the participant to obtain any necessary public or private benefits or services. In the creation of the plan, Adjoin must consider that many regions have seasonal fluctuations in the cost of utilities. If Adjoin cannot help the participant to develop a reasonable plan to address the participant's ability to pay future utility payments, supportive services grant funds should not be used to provide utility-fee payment assistance. Instead, Adjoin should attempt to connect the participant with a program offering long-term assistance.

©Adjoin

Deposits

Deposit payment assistance includes the payment of security or utility deposits to help the participant obtain permanent housing. Deposit payment assistance may be provided on behalf of eligible participants using SSVF grant funds, and do not count towards the monthly assistance restrictions for both rent and allowable utilities, and have the following restrictions:

Restrictions on Deposit Payment Assistance (per 38 CFR 62.34©)	
Payment	Payment must be made by Adjoin directly to the third party to whom the security or utility deposit is owed
Cost-Sharing with Other Programs	Payments for deposits cannot be provided on behalf of participants for the same period of time and for the same cost types that are being provided through another Federal, State, or local program When the cost type is different than what is paid by the housing subsidy, SSVF deposit payment assistance may be used.
Assistance Limit	Maximum of one security deposit during a 2-year period Utility deposit assistance is limited to one time during a 2-year period. In cases where water and power are not included in the rent and are billed separately, deposits can be paid on each utility.

Deposit payment assistance may only be provided if the payment of such assistance will directly allow the participant to obtain permanent housing. Adjoin must work with the participant to develop a reasonable plan to stabilize housing so that additional deposits are not needed, and must assist the participant to implement a housing stability plan by directly providing necessary assistance or by helping the participant to obtain necessary public or private benefits or services. If the grantee cannot help the participant to develop a reasonable plan to address the participant's future housing

©Adjoin

stability, supportive services grant funds should not be used to provide deposit payment assistance.

Adjoin has discretion to determine how to handle security deposits when an assisted household moves from the assisted unit (assuming the landlord has not retained the deposit to pay for damages incurred by the tenant). Adjoin may recover the security deposit (in which case it must be treated as program income) or Adjoin may allow the Veteran household to keep the deposit and use it towards their next unit.

Moving Costs

Moving costs payment assistance includes costs necessary to help the participant obtain permanent housing. Moving costs may include reasonable costs such as truck rental, hiring a moving company, or short-term storage fees for a maximum of 3 months or until the participant is in permanent housing, whichever is shorter. **A one-time moving cost for truck rental means one episode of moving to permanent housing (i.e. moving belongings to storage and then to permanent housing).** Relocation transportation expenses such as bus, train or plane tickets are not allowable moving costs. Moving costs payment assistance may be provided on behalf of eligible participants using supportive services grant funds, with the following restrictions:

Restrictions on Moving Costs Payment Assistance (per 38 CFR 62.34(d))	
Payment	Payment must be made by the grantee directly to a third party
Cost-Sharing with Other Programs	Payments for moving costs cannot be provided on behalf of participants for the same period of time and for the same cost types that are being provided through another Federal, State, or local program

©Adjoin

Assistance Limit	Maximum of one time during a 2-year period. Short term storage for a max of 3 months or until participant is in permanent housing, whichever is shorter.

As a condition of providing moving costs assistance, Adjoin must help the participant develop a reasonable plan to address the participant's future housing stability and assist the participant to implement such plan. Adjoin may require participants to share in the cost of moving as a condition of receiving assistance with moving costs.

Licensed and bonded full-service moving companies may be acceptable third-party vendors. Moving trucks operated by staff or participants (e.g. U-Haul truck) are not acceptable.

General Housing Stability Assistance

General Housing Stability Assistance is limited to a total of $1,500 per participant household during any 2-year period. This category allows for the provision of goods or payment of expenses not included in other sections, but which are directly related to support a participant's housing stability and is not available through existing mainstream and community resources.

General Housing Stability Assistance may include:

(1) Items necessary for a participant's life or safety that are provided by the Adjoin to a participant household on a temporary basis in order to address an emergency. Items eligible include food, baby formula, diapers and winter clothing. Emergency supplies are allowable up to $500 per participant household in a 2-year period and are included in the overall $1500 cap.

(2) Expenses associated with gaining or keeping employment such as uniforms, tools, license/certification costs required for employment, driver's license fees, documentation acquisition fees such as for Social Security Number or birth certificate, document court filing fees, and short-term training leading to employment where other funding is not

©Adjoin

available.

(3) Expenses associated with moving into permanent housing, such as obtaining basic kitchen utensils, bedding (sheets, pillowcases, pillows) cleaning supplies, furniture delivery costs, furniture bank fees, bed frames, conventional mattresses, air mattresses, box springs and other supplies; and

(4) Expenses necessary for securing appropriate permanent housing such as fees for rent applications, brokerage fees, criminal background checks, tenancy screening reports, housing inspections, credit counseling, financial literary class, credit score checks, court filing fees or background checks and documentation acquisition such as Social Security Number or birth certificates. A broker's fee must be reasonable and based on the condition of the local housing market. This may be paid once during a 2-year period and are not included in this $1500 limit.

Items such as phone cards, gift cards of any kind, furniture other than bedding, major appliances, TVs, air conditioners or space heaters, linens, toiletries, etc. are not eligible. If Adjoin is uncertain as to whether an expense is eligible, they are to contact their SSVF Regional Coordinator.

Restrictions on General Housing Stability Assistance	
Payment	Payment must be made by the grantee directly to a third party
Cost-Sharing with Other Programs	Payment for the cost General Housing Stability Assistance cannot be provided on behalf of participants for the same period of time and for the same cost types that are being provided through another Federal, State, or local program
Assistance Limit	Items in the four classes add up to a maximum total of $1500 per participant household during any 2-year period. Items for life and safety add up to a maximum of $500 within the overall $1500 limit. Realtor broker fees are once in a 2-year period and are not included in this $1500 limit.

©Adjoin

Emergency Housing Assistance

This assistance allows SSVF programs to provide temporary housing for eligible literally homeless participants who are awaiting permanent housing *if* no other shelter is available. Assistance is available for up to 45 days of temporary housing that does not require the participant to sign a lease or occupancy agreement.

Emergency housing may be provided to short-term commercial residences, not already funded, and that does not require the participant to sign a lease. Subsequent rental housing must be identified, but not immediately available.

The following restrictions apply to the provision of Emergency Housing Assistance:

- Placement for a single Veteran may not exceed 72 hours, unless Adjoin can certify that shelter beds and transitional housing are still unavailable at the end of 72 hours. Extensions beyond 72 hours may not exceed 45 days.
- Placement for a Veteran and his or her spouse with dependent(s) may not exceed 45 days.
- A participant may be placed in emergency housing only once during any 2-year period, beginning on the date the grantee first pays for emergency housing.
- The cost of the emergency housing must be reasonable in relation to the costs charged for other available emergency housing considering the location, quality, size and type.
- At least one viable option for permanent housing unit must be identified for the participant who is temporarily receiving emergency housing assistance.

Restrictions on Emergency Housing Assistance	
Payment	Payment must be made by the grantee directly to a third party
Cost-Sharing with Other Programs	Payment for the cost General Housing Stability Assistance cannot be provided on behalf of participants for the same period of time and for the same cost types that are being provided through another Federal, State, or local program

©Adjoin

Assistance Limit	Maximum of 45 days for Veterans with spouse and/or dependent(s). Maximum of 72 hours (extensions up to 45 days) for a single Veteran. No more than once in a 2-year period for all participants.

©Adjoin

Transportation Assistance

Adjoin may provide transportation assistance if it will enhance housing stability. For example, a participant may require assistance with transportation to a job interview or a medical appointment. Because the use of public transportation is generally less expensive than the use of private vehicles and may be more sustainable in the long-term, Adjoin will consider providing public transportation tokens or vouchers before offering financial assistance for personal vehicles. If sufficient public transportation options are not locally available, Adjoin may lease a vehicle to provide transportation services or may provide car repair or maintenance assistance on behalf of a participant. The following table outlines restrictions applicable to temporary transportation financial assistance:

Restrictions on Transportation Payment Assistance (per 38 CFR 62.33(d))	
Payment	Payment must be made by Adjoin directly to a third party
Cost-Sharing with Other Programs	Payments for transportation cannot be provided on behalf of participants for the same period of time and for the same cost types that are being provided through another Federal, State, or local program
Assistance Limit	No financial limit on amount of public transportation assistance for participants No time limit on public transportation assistance Maximum of $1,200 car repairs/maintenance in a 2-year period on behalf of a participant

The provision of money or gift cards to a participant to pay for gasoline is not permitted with SSVF funds. However, in rural areas with limited to no public transportation, the issuance of Gas Vouchers may be allowable, and under the conditions listed below.

1. A gas voucher is allowable only towards needs directly related to employment and is incorporated onto the participant household's Housing Plan.

©Adjoin

2. Adjoin will track the expense under Transportation Payment Assistance, and assistance limits apply.

3. Payment must be made by Adjoin directly to a third party. For example, Adjoin may make arrangements with a local gas station by pre-paying for gasoline only, require gas station to view identification of participant prior to approval of any gasoline purchase, and provide grantee with receipts for all gasoline purchases.

As with all temporary financial assistance payments made under the SSVF Program, the provision of transportation assistance requires the development of a housing stability plan. Adjoin will consider a participant's unique situation, as well as the area's transportation options in creating such a plan, weighing the costs and benefits of different options. If Adjoin cannot help the participant develop a reasonable plan to address the participant's future ability to pay for transportation, supportive services grant funds should not be used to provide transportation assistance. In that case, transportation assistance should be limited to the grantee's efforts to connect the participant with a program offering long-term assistance.

Child Care Assistance

Adjoin may make payments on behalf of a participant to an "eligible childcare provider" providing childcare services. Such childcare payments should only be provided by the Adjoin if the assistance will improve a participant's housing stability (e.g., if the provision of childcare assistance will allow the participant to obtain or maintain employment). The following table outlines restrictions applicable to childcare assistance payments:

©Adjoin

Restrictions on Child Care Assistance Payment (per 38 CFR 62.33(h))	
Payment	Payment must be made by Adjoin directly to an "eligible childcare provider". An "eligible childcare provider" is a provider of childcare services for compensation, including a provider of care for a school-age child during non-school hours, that: (1) is licensed, regulated, registered, or otherwise legally operating, under state and local law, and (2) satisfies the state and local requirements, applicable to the child care services the provider provides.
Cost-Sharing with Other Programs	Payments for childcare cannot be provided on behalf of participants for the same period of time and for the same cost types that are being provided through another Federal, State, or local program
Assistance Limit	Maximum of 10 months in a 2-year period, per child in household. Maximum of 6 months in a 12-month period, per child in household. *(Note: Household may include multiple children)* Begins on the date grantee first pays for childcare on behalf of participant Childcare assistance can be provided for children under the age of 13, unless a child has a disability. Childcare assistance can be provided for children with a disability under the age of 18.
Assistance Limit for Extremely Low-Income Families	Maximum of 12 months in a 2-year period, per child in household. Maximum of 9 months in a 12-month period, per child in household.

©Adjoin

As with all temporary financial assistance payments made under the SSVF Program, the provision of childcare assistance requires the development of a reasonable housing stability plan to address the participant's future ability to pay for childcare. Adjoin should assist the participant to implement such plan by providing any necessary assistance or helping the participant to obtain any necessary public or private benefits or services. If the grantee cannot help the participant develop a reasonable plan, childcare assistance should be limited to the grantee's efforts to connect the participant with a program offering long- term assistance.

Effective: July 1, 2012

Revised: January 1, 2020

©Adjoin

20.13 Limitations on and continuations of the provision of supportive services to certain participants

1) If a participant does not become a resident of permanent housing within the originally scheduled 90-day period, Adjoin Veterans may continue to provide supportive services to a participant for such time that the participant continues to meet the requirements of the program.

2) Adjoin Veterans may provide supportive services to a participant until the earlier of the following dates:

   a) The participant commences receipt of other housing services adequate to meet the participant's needs; or

      i) Ninety days from the date the participant exits permanent housing.

   b) Supportive services provided to participants must be designed to support the participants in their choice to transition into housing that is responsive to their individual needs and preferences.

   c) Continuation of supportive services to veteran household member(s). If a veteran becomes absent from a household or dies while other members of the veteran household are receiving supportive services, then such supportive services must continue for a grace period following the absence or death of the veteran.

   d) Adjoin Veterans must establish a reasonable grace period for continued participation by the veteran's household member(s), but that period may not exceed 1 year from the date of absence or death of the veteran, subject to the requirements of this section.

   e) Adjoin Veterans must notify the veteran's household member(s) of the duration of the grace period.

©Adjoin

Referral for other assistance

If a participant becomes ineligible to receive supportive services under this section, Adjoin Veterans must provide the participant with information on other available programs or resources that will provide them with the resources they need. Adjoin is required to notify households of the reasons they were deemed ineligible and recommend alternative resources.

Effective: July 1, 2012

Revised: January 1, 2018

©Adjoin

20.14 SSVF Participant Eligibility Policy

Participation is voluntary and open to all **eligible individuals and families** who are motivated to live and/or work as independently as possible within the community.

Funding for Service to Stability is contracted by the United States Department of the Veteran's Affairs (**VA**) and other private and governmental sources.

Should Adjoin determine that an applicant is ineligible for Service to Stability services, the applicant will be notified in writing.

An applicant may appeal of the eligibility determination, in writing to:

Chief Executive Officer

9444 Farnham Street

Suite 210

San Diego, CA 92123

858-292-2020

corporate@adjoin.org

Appeals will be handled in the manner described herein for all grievances and complaints.

The Chief Executive Officer or their designee makes all eligibility decision appeals and will provide a written response to the Veteran regarding a decision.

©Adjoin

Eligibility Review

Service to Stability will evaluate and certify the eligibility of participants at entry into the program and at least once every 90 days for all households receiving SSVF supportive services lasting longer than 3 months. The one exception to this requirement is for those Veteran families receiving a Shallow Subsidy described in 38 CFR Part 62.34(a)(8) who are recertified once every two years.

- Recertification must take place before a grantee approves or provides a 4th month of assistance. Subsequent recertification is required prior to receiving any additional 4th month of SSVF assistance (or 7th, or 10th, etc.). The assigned Case Coordinator will reach out to the Veteran household at least 21 days prior to the recertification date to allow for time to gather all required documents. A recertification meeting date will be scheduled on or before the required recertification date to review and sign all recertification documents. This recertification packet is submitted on or before the recertification date for final approval by the Program Manager or his/her designee.

- In situations where there is a break in assistance (e.g., the client receives two months of assistance, is exited from the program, and later re-applies for assistance), the household must be re-evaluated as if they were going through an initial consultation regardless of how many months of assistance were initially provided since a change in income, household composition, or need may have taken place during the interim.

- The intent of the recertification rule is to ensure programs are fully evaluating households that are receiving ongoing supportive services to ensure the household remains eligible and needs continued assistance to prevent homelessness or a recurrence of homelessness, particularly since eligibility is based on current income as opposed to past or projected income.

©Adjoin

The reassessment process may vary from the original assessment process in that Service to Stability staff is evaluating the participant's current status against the barriers identified during the original consultation. However, all assessment areas (income, housing status, Veteran household status, and housing options/resources) still apply and should be reviewed and documented during the recertification.

Recertification of Eligibility Areas

The following areas will be reassessed:

Income Eligibility: The participant must still be at or below 50% AMI. Service to Stability staff will recalculate and document household income as during the original assessment, since circumstances may have changed in the intervening months. If a household is over 80% AMI at the time it is reassessed, that household is no longer eligible for SSVF assistance.

Housing Status Eligibility: At recertification, the participant's initial SSVF housing status (Category 1, 2, or 3) is simply carried over from their initial certification regardless of changes that have transpired since then. For example, a participant enrolled as Category 2 upon initial certification will remain in this category at every recertification interval thereafter.

Assessing Continuing Need for Services: At recertification, participants must still require SSVF services in order to complete or sufficiently advance the housing plan to reasonably assure the participant's housing stability. This means SSVF staff must again assess and document whether the participant, absent the help of SSVF, continues to lack the financial resources and support networks to either obtain new housing or remain in housing.

©Adjoin

Confirmation of Veteran Household Status: Service to Stability staff will confirm whether the participant remains part of a Veteran household. If a Veteran becomes absent from a household or dies while other members of the Veteran household are receiving supportive services, then services may continue to the remaining household members for a grace period established by the grantee. The grace period cannot exceed 1 year from the date of absence or death of the Veteran, and all other requirements for eligibility remain the same. Service to Stability staff will notify, in writing, the Veteran's household member(s) of the duration of the grace period.

Adjusting Assistance at Recertification of Eligibility

As explained above, the appropriate level of supportive services and temporary financial assistance, if given, should be based on a participant's specific needs. It is important for Case Coordinators to consider during each reassessment if circumstances have changed and how much assistance a household actually needs for housing stability at that point. Assistance levels for services or financial assistance can then be adjusted to be greater or less than included in the original plan. Adjoin may adjust services according to participant needs and the Critical Time Intervention (CTI) model. More information about the CTI model may be found at https://www.criticaltime.org/cti-model/.

If a participant becomes ineligible to receive supportive services with SSVF funds during the recertification process, Service to Stability will provide the participant with information on other available programs or resources.

Each person who conducts an assessment and eligibility screening should complete a SSVF Staff Certification of Eligibility for SSVF Assistance for every participant case file.

Effective: July 1, 2012

Revised: January 1, 2025

©Adjoin

20.15 Entrance Criteria

Adjoin does not discriminate its services based on disability, gender, sexual orientation, race, religion, and/or any other characteristic protected by applicable federal or state law. All Adjoin services are open to participants that meet the program criteria. The Regional Manager/Chief Operating Officer and/or Program Manager will make daily exit and entry decisions and will consult with the Chief Executive Officer as needed.

A Participant in the Adjoin Veterans program is an eligible Veteran and his/her household.

To receive supportive services under this program, a Participant must be:

1) A Veteran with a discharge status of other than dishonorable. Veteran: A person who served in the active military, naval, or air service, regardless of length of service, and who was discharged or released there from. Veteran excludes a person who received a dishonorable discharge from the Armed Forces or was discharged or dismissed from the Armed Forces by reason of the sentence of a general court-martial. The length of service restrictions under 38 U.S.C. 5303A do not apply.
   The Status Query and Response Exchange System (SQUARES) may be used for preliminary Veteran status inquiries. SQUARES allow any SSVF grantee user of the HMIS Repository to instantaneously determine Veteran status.
2) A member of a Veteran household. (A Veteran household is defined as an individual or a household in which the head of household or the spouse of the head of household is a Veteran.)
3) Very or extremely low-income. (A Participant's household income does not exceed 30% of area median income—as adjusted by HUD annually). The extremely low-income determination is made only at participants' first entry into the SSVF program. *See chart below*.
4) "Occupying Permanent Housing"
   a. Residing in permanent housing/Category 1 and at risk of becoming literally homeless but for grantee's assistance;
   b. Literally homeless and at risk to remain in this situation but for grantee's assistance; scheduled to become a resident of permanent housing within 90

©Adjoin

days pending the location or development of housing suitable for permanent housing/Category 2; or,

c. Is literally homeless after having exited permanent housing within the previous 90 days to seek other housing that is responsive to the very low-income Veteran household's needs and preferences/Category 3.

Category 2 & 3 have priority over category 1.

	# People per household	1	2	3	4	5	6	7	8
San Diego County	30% AMI	25,400	29,100	32,750	36,350	39,300	42,200	45,100	48,000
	50% AMI	42,450	48,500	54,550	60,600	65,450	70,300	75,150	80,000
	# People per household	1	2	3	4	5	6	7	8
Imperial Valley County	30% AMI	14,650	17,420	21,960	26,500	31,040	35,580	40,120	44,660
	50% AMI	24,400	27,900	31,400	34,850	37,650	40,450	43,250	46,050

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low (30%) income limits may equal the very low (50%) income limits.

Effective: July 1, 2012

Revised: May 1, 2019

©Adjoin

20.16 Ineligible Criteria

The following criteria will identify Veteran families as ***ineligible for services*** and will be assessed prior to enrollment and every 90 days post enrollment.

1. Veteran Status
    a. Head of household or the spouse of the head of household is **not** a military Veteran with *at least* 1 day of active service other than training *or* a service-connected disability.
    b. Character of discharge is dishonorable.
2. Income Status
    a. The total annual household income exceeds 50% Area Median Income as determined by HUD annually. See chart.
3. Housing Status
    a. The household is residing in permanent housing and/or does not meet any of the following:
        i. Is not literally homeless
        ii. Is not losing their primary nighttime residence
        iii. Does not meet the criteria or risk threshold score on the Homelessness Prevention Screening Tool.
4. Other Resources
    a. The household has adequate resources to obtain or maintain permanent housing without SSVF services.

Effective: September 12, 2016

Revised: May 1, 2019

©Adjoin

20.17 Homelessness Prevention Criteria

Category 1 (homelessness prevention) program participants are required to meet additional eligibility criteria in an effort for Service to Stability to enroll the most at-risk households. The additional eligibility criteria are broken down into two stages. The participant must meet all of the following eligibility criteria identified in Stage 1: VA Eligibility per the Homelessness Prevention Screening Form below:

Supportive Services for Veteran Families (SSVF)
Homelessness Prevention Screening Form

Eligibility Condition 1. Veteran Status	
Did you serve in the active military, naval, or air service, other than training?	☐ YES ☐ NO ☐ NOT SURE
Were you discharged or released under conditions other than dishonorable? Note: Bad Conduct discharges are not the same as dishonorable, and as such, are eligible. Furthermore, for Veterans with multiple discharges, the best discharge status may be used for SSVF eligibility.	☐ YES ☐ NO ☐ NOT SURE
SSVF STAFF DISPOSITION: **Is applicant an eligible Veteran (as defined above)? ___ YES ___NO** **IF "NO", STOP: APPLICANT NOT CURRENTLY ELIGIBLE.**	
Documentation obtained? ___ YES ___NO **IF "NO" AND DOCUMENTATION PENDING, CONTINUE. Please refer to the SSVF Program Manual for further guidance.**	
Eligibility Condition 2. Very Low Income Status	

©Adjoin

Household size (all adults/children):	
Total Annual Gross Income from All Sources:	$
50% of Area Median Income for Household Size:	$

SSVF STAFF DISPOSITION:

Is gross annual household income less than 50% Area Median Income for household size (grantee may set lower income threshold)? ___ YES ___NO

IF "NO", STOP: APPLICANT NOT CURRENTLY ELIGIBLE.

Documentation obtained? ___ YES ___NO

Eligibility Condition 3. Imminently At-Risk of Literal Homelessness

3A: *Imminent Housing Loss*	*We need to know about your current housing situation. To start with, tell me where you're currently staying and what's happening with your housing.*

Where did you stay last night? Is this the primary place you stay or is there somewhere else you normally stay?

Do you have to leave this place or the place you normally stay? If so, why do you have to leave and by when?

Have you tried asking for an extension on your rent payment or negotiating a way to in stay in your current housing? ☐ YES ☐ NO ☐ N/A

If yes, what was the result of the conversation? If no, is this an option for you?

©Adjoin

SSVF STAFF DISPOSITION:

Is applicant imminently losing their current primary nighttime residence? ___ YES ___NO

IF "NO", STOP: APPLICANT NOT CURRENTLY ELIGIBLE.

Documentation obtained? ___ YES ___NO

3B: *Other Housing Options & Resources*	*We would like to know if you have any other safe and appropriate place to stay – either permanently or while you look for other housing. We would also like to know if you have family, friends or others you know that may be able to help you financially.*

Do you have a safe, appropriate residence where you could live if you lose your current home? In particular, would any of the following people/groups be able to offer you a safe, appropriate place to live either permanently or while you seek other housing on your own?

Family member or relative	☐ YES	☐ NO	☐ NOT SURE
Close or trusted friend	☐ YES	☐ NO	☐ NOT SURE
Faith-based group or network where you a member	☐ YES	☐ NO	☐ NOT SURE

Have you asked each of these resources for help? If so, please describe:

If you're unsure if they could help OR if there are any people or groups you have NOT contacted for help but you think might be willing to assist you, would you be willing to contact them to find out if they can offer accommodations, financial help, or other assistance to keep you from becoming homeless? This might include family, trusted friends or other groups (faith-based, social, etc.) that might be able to help.

☐ YES ☐ NO ☐ NOT SURE

If YES, who do you plan to contact?

Name	*Relationship to you*	*Phone number or email*

©Adjoin

SSVF STAFF DISPOSITION: Briefly summarize efforts and discussion related to other possible housing options and resources and whether applicant lacks other safe/appropriate housing options (either permanent or one they can access while seeking other housing) and resources sufficient to avoid literal homelessness.
Does applicant have other safe/appropriate housing options and/or resources sufficient to avoid literal homelessness? ___ YES ___NO IF "YES", STOP: APPLICANT NOT CURRENTLY ELIGIBLE.

3C: *Financial Resources*	*We would like to find out if you have any funds or if there is other assistance immediately available to you and that you could access to help you keep your current housing or immediately find other housing.*		
Approximately how much money would you need to pay immediately in order to keep your housing OR obtain other housing?	$		
Do you have any funds or other assistance immediately available to you and that you could access to help you keep your current housing or immediately find other housing?			
Approximately how much money do you currently have available in savings, assets or other accounts?	$		
Do you have sufficient financial resources to pay for your current housing costs, including any arrears?	☐ YES	☐ NO	☐ NOT SURE
Are there other community resources you have pursued such as other eviction prevention programs, emergency financial assistance programs, utility assistance programs, or local aid programs?	☐ YES	☐ NO	☐ NOT SURE

If you have no other financial resources and are unsure if there are other community resources that could help SSVF staff may know of and help refer you to other resources that would be more appropriate than SSVF. Can we help provide information about other resources? ☐

YES ☐ NO **If YES, identify each resource:**

Resource	*Potential Assistance Available*	*Disposition (e.g., information & referral provided; contacted and not available; etc.)*

©Adjoin

SSVF STAFF DISPOSITION: **Briefly summarize efforts and discussion related to financial resources and whether other (non-SSVF) financial resources are available to avoid literal homelessness. If they will lose housing *regardless* of their own financial resources or other financial assistance, explain.**
Does applicant have enough financial resources to avoid literal homelessness? ___ YES ___ NO ___ N/A (Housing loss occurring regardless of financial resources) IF "YES", STOP: APPLICANT NOT CURRENTLY ELIGIBLE.

3D: *Other At-Risk Conditions*	Check each applicable at-risk condition that is true for the applicant. Ask additional questions as needed to determine the following.	
	Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance	☐
	Is living in the home of another because of economic hardship	☐
	Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for SSVF assistance	☐
	Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals	☐
	Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, or correctional institution) without a stable housing plan	☐
	Otherwise lives in housing that has a characteristic associated with instability and an increased risk of homelessness, as identified in the SSVF grantee's VA approved Grantee Screening Criteria and Targeting Threshold Plan. VA approved housing situation(s) (describe):	

SSVF STAFF DISPOSITION: **Does applicant meet one or more of the above conditions?** ___ YES ___NO IF "NO", STOP: APPLICANT NOT CURRENTLY ELIGIBLE.
Documentation obtained? ___ YES ___NO

©Adjoin

Eligibility Condition 4 (Optional): Other Program Eligibility Conditions Additional Grantee Eligibility Requirements (as identified in SSVF grantee's VA approved *Grantee Screening Criteria and Targeting Threshold Plan*)			
	☐ YES	☐ NO	☐ N/A
	☐ YES	☐ NO	☐ N/A
	☐ YES	☐ NO	☐ N/A
	☐ YES	☐ NO	☐ N/A
SSVF STAFF DISPOSITION: Does applicant meet other grantee eligibility conditions approved by the VA? ___ YES ___NO IF "NO", STOP: APPLICANT NOT CURRENTLY ELIGIBLE.			

Stage 1: Eligibility Disposition	
ELIGIBLE: Meets all eligibility requirements above	YES, CONTINUE TO STAGE 2
NOT ELIGIBLE: Does not meet one or more eligibility requirements	NO

Once a participant is found eligible under Stage 1, the participant must also meet the criteria for Stage 2. The participant will be evaluated for Risk Score Criteria for which predetermined points for will be assigned for each criterion met. Points will be tallied. Participant who meet or exceed the Threshold Score of 10 may be eligible for "Service to Stability" services. Participants who score below the Threshold Score are not eligible for Service to Stability services. The Risk Score Criteria for 1. San Diego County.

1. San Diego County:

©Adjoin

Homelessness Prevention Screening STAGE 2: TARGETING

This form to only be completed for applicants screening for Homelessness Prevention. This is a PRE-LIMINARY self-report screening form.

Targeting Criteria	Response/Notes	'x' all that	Point
URGENCY OF HOUSING SITUATION **(May indicate more urgent need for homelessness prevention assistance)**			
Referred by Coordinated Entry or a homeless assistance provider to prevent the household from entering an emergency shelter or transitional housing or from staying in a place not			5
Current housing loss expected within... (select only one)			
0-6 days			5
7-13 days			4
14-21 days			3
POTENTIAL BARRIERS AND VULNERABILITIES **(May impact ability to quickly secure housing and resolve literal homelessness independently if household is not assisted and becomes literally homeless)**			
Current household income is $0 (i.e., not employed, not receiving cash benefits, no other current income)			5
Annual Household Gross Income Amount (select only one)			
0-14% of Area Median Income (AMI) for household size			4
15-30% of AMI for household size			3
Sudden and significant decrease in cash income (employment and/or cash benefits) AND/OR unavoidable increase in non-discretionary expenses (e.g., rent or medical expenses) in the past			3

©Adjoin

Major change in household composition (e.g., death of family member, separation/divorce from adult partner, birth of new			3
Rental evictions within the past 7 years (select only one) **[Staff Note: Only include formal eviction actions (i.e., Notice to Quit) taken by a landlord due to lease non-compliance and that**			
4 or more prior rental evictions			5
2-3 prior rental evictions			4
1 prior rental eviction			3
Currently at risk of losing a tenant-based housing subsidy or housing in a subsidized building or unit			3
History of Literal Homelessness (street/shelter/transitional housing) (select only one)			
4 or more times or total of at least 12 months in past three years			5
2-3 times in past three years			4
1 time in past three years			3
Head of household with disabling condition (physical health, mental health,			3
Criminal record for arson, drug dealing or manufacture, or felony offense against persons or property			4
Registered sex offender			5
At least one dependent child under age 6			3
Single parent with minor child(ren)			3
Household size of 5 or more requiring at least 3 bedrooms (due to age/gender mix)			3
POLICY PRIORITIES			
Any Veteran in household served in Iraq or Afghanistan			3
Female Veteran			3

©Adjoin

Total	

Stage 2: Targeting Disposition	
Meets Targeting Threshold VA Approved Targeting Threshold Score:	Continue with SSVF program intake OR other referral if no capacity
Does Not Meet Targeting	

©Adjoin

Homelessness Prevention Screening STAGE 2: TARGETING

This form to only be completed for applicants screening for Homelessness Prevention. This is a PRE-LIMINARY self-report screening form.

Targeting Criteria	Response/Notes	'x' all that	Point
URGENCY OF HOUSING SITUATION **(May indicate more urgent need for homelessness prevention assistance)**			
Referred by Coordinated Entry or a homeless assistance provider to prevent the household from entering an emergency shelter or transitional housing or from staying in a place not			5
Current housing loss expected within... (select only one)			
0-6 days			5
7-13 days			4
14-21 days			3
POTENTIAL BARRIERS AND VULNERABILITIES **(May impact ability to quickly secure housing and resolve literal homelessness independently if household is not assisted and becomes literally homeless)**			
Current household income is $0 (i.e., not employed, not receiving cash benefits, no other current income)			5
Annual Household Gross Income Amount (select only one)			
0-14% of Area Median Income (AMI) for household size			4
15-30% of AMI for household size			3
Sudden and significant decrease in cash income (employment and/or cash benefits) AND/OR unavoidable increase in non-discretionary expenses (e.g., rent or medical expenses) in the past			3
Major change in household composition (e.g., death of family member, separation/divorce from adult partner, birth of new			3

©Adjoin

Rental evictions within the past 7 years (select only one) **[Staff Note: Only include formal eviction actions (i.e., Notice to Quit) taken by a landlord due to lease non-compliance and that**			
4 or more prior rental evictions			5
2-3 prior rental evictions			4
1 prior rental eviction			3
Currently at risk of losing a tenant-based housing subsidy or housing in a subsidized building or unit			3
History of Literal Homelessness (street/shelter/transitional housing) (select only one)			
4 or more times or total of at least 12 months in past three years			5
2-3 times in past three years			4
1 time in past three years			3
Head of household with disabling condition (physical health, mental health,			3
Criminal record for arson, drug dealing or manufacture, or felony offense against persons or property			4
Registered sex offender			5
At least one dependent child under age 6			3
Single parent with minor child(ren)			3
Household size of 5 or more requiring at least 3 bedrooms (due to age/gender mix)			3
POLICY PRIORITIES			
Any Veteran in household served in Iraq or Afghanistan			3
Female Veteran			3
Total			

©Adjoin

Stage 2: Targeting Disposition	
Meets Targeting Threshold VA Approved Targeting Threshold Score:	Continue with SSVF program intake OR other referral if no capacity
Does Not Meet Targeting	

Upon completion of the Homelessness Prevention Screening Form the program application and employee administering the form must sign a certification verifying information collected is correct and no other resources are available to prevent homelessness. Sample below:

By signing below I certify that the information provided above is correct, so far as I know and understand, and that I do not have other housing options or sufficient resources or support networks (e.g., family, friends, faith-based or other social networks) immediately available to prevent my household from becoming literally homeless.

Veteran Name: _____

Veteran Signature: _____

Date: _____

By signing below I certify that I have worked with the Veteran household to identify housing resources and solutions and believe, based on the information presented, that the Veteran household is eligible for SSVF services and will become literally homeless unless SSVF assistance is provided. Further, I certify that all supporting documentation

©Adjoin

required for SSVF enrollment has been obtained and verified and is contained in the participant's case file.

SSVF Staff Name: _____

SSVF Staff Signature: _____

Date: _____

SSVF Supervisor Approval

SSVF Staff Signature: _____

Date: _____

Target Populations

The following target populations have been established for Service to Stability.

- Veteran households under 30% AMI (approximately 70% of households served)
- Veteran households with children (approximately 30% of households served)
- OEF/OIF/OND Veterans (approximately 10 of households served)

©Adjoin

20.18 Eligibility Documentation

Adjoin Veterans must verify and document each participant's eligibility for supportive services and classify the participant under one of these categories:

a) Residing in Permanent Housing

b) Is homeless and scheduled to become a resident of permanent housing within 90 days pending the location or development of housing suitable for permanent housing

c) Has exited permanent housing within the previous 90 days to seek other housing that is responsive to the very low-income veteran household's needs and preferences.

Adjoin Veterans must certify the eligibility and classification of each participant at least once every 3 months.

Service to Stability Certification of Eligibility for SSVF Assistance

Service to Stability Certification of Eligibility for SSVF Assistance. This form must be maintained in each participant's file and is subject to review by VA. This form certifies that the household meets all eligibility criteria for SSVF assistance, that true and complete information was used to determine eligibility, and that no conflict of interest exists related to the provision of SSVF assistance.

Service to Stability Certification is to be completed for each household deemed eligible for SSVF assistance. Service to Stability Certification is completed and signed by the person determining eligibility and his or her supervisor for all households. This form will be completed at intake and at all reassessments.

©Adjoin

Documentation Standards

Service to Stability staff is responsible for verifying and documenting the eligibility of all Veteran families prior to providing SSVF assistance. Service to Stability staff is also responsible for maintaining this documentation in the SSVF participant case file once approved for assistance.

For purposes of SSVF, VA allows various types of documentation, ranging from third party written verification to participant self-declaration. Minimum acceptable types of documentation vary depending on the type of income or particular housing status and circumstance being documented and the resources of the organization. *See the Program Guide for detailed documentation standards and required forms*. General documentation standards, in order of preference, are as follows:

- **Written Third Party** — Verification in writing from a third-party (e.g. individual employer, Social Security Administration, welfare office, emergency shelter provider, etc.) either directly to Service to Stability staff or via the Veteran household is most preferred. Third party verification of income, such as a deposit slip for a paycheck, might show income after deductions have been made; Service to Stability staff must document gross income, before any deductions. Written third-party documentation may include completion of a standardized form, such as a verification of income statement.

- **Oral Third Party** — Verification from a third party (e.g. individual employer, Social Security Administration, welfare office, etc.) provided by the third party over the telephone or in-person directly to Service to Stability staff. Oral third-party verification is acceptable only if written third party verification cannot be obtained in time to resolve the housing crisis. Service to Stability staff must document reasons why third party written verification could not be obtained in the Service to Stability participant file, per the requirements in the tables below.

©Adjoin

- **Participant Self-Declaration** — An affidavit of income and/or housing status as reported by the household is allowable but is only acceptable if written or verbal third-party verification cannot be obtained. Self-declaration of housing status (e.g., eviction) should be rare. Service to Stability staff must document reasons why third party written, or oral verification could not be obtained in the Service to Stability participant file, per the requirements in the tables below.

Service to Stability *staff will review what documentation is included in participant case files through periodic monitoring and be sure it is enough to document the household meets all eligibility criteria. Remember, specifically for housing status, determining eligibility can be a multi-level process. Veteran families must meet ALL criteria and evidence of this must be present in the case file.*

Determining Acceptable Level of Documentation

Service to Stability staff will make a conscientious and reasonable effort to use the highest documentation standard possible. A detailed table outlining all acceptable forms of homelessness and income documentation is included in the Program Guide.

Service to Stability utilizes a third-party verification process, however for one-time or emergency assistance, the urgency of the participant's housing crisis and/or short-term nature of the assistance, it may be unreasonable to delay SSVF assistance if third party documentation cannot be obtained in time to allow assistance to be provided and literal homelessness averted. Rental assistance over multiple months and/or other ongoing assistance (i.e., case management) may allow for a higher documentation standard.

In such cases, the CEO or their designee may issue a waiver of documentation. In instances where a waiver of third-party verification is requested, the Case Coordinator

©Adjoin

will provide a brief written description of efforts to obtain third-party documentation. Once approved, the waiver and documentation will be placed in the participant case file (e.g., in case notes, participant assessment form, or participant self-declaration).

The income and housing status documentation tables in the Program Guide outline the minimum documentation standards. Service to Stability staff must clearly and briefly describe in participant case files each instance when a documentation standard is used that is lower than the most preferred, third-party standard, per the tables in the Program Guide. This may be done as part of the documented client assessment or as part of other case file documentation (e.g., in case notes, on income verification form).

Service to Stability staff should note that self-declaration of housing status for participants who are at-risk of losing housing should be used ONLY in very limited circumstances. VA recognizes there may be some unusual cases where a third party is not able to provide documentation that a participant is at-risk of losing housing (e.g., death of a landlord, host family refuses to provide). In these rare cases, grantees should clearly document the situation in the case file including all attempts to obtain verification of housing status in writing or orally. Efforts to obtain third-party documentation, including the circumstances describing why third-party documentation was not received, must be clearly documented in the case file. Failure to clearly document use of self-certification documentation without a written description of due diligence efforts to obtain third-party documentation in the case file may result in non-compliance with the SSVF Program.

Timeliness of Income Documentation

The definition of income for the SSVF program reflects a Veteran household's annual income at the time of application. Accordingly, documents and information collected to verify income should be recent and current at time of application for SSVF assistance.

©Adjoin

Documenting Domestic Violence

A participant household experiencing domestic violence receives special consideration in SSVF with regards to supportive services. Under this policy, the victim of domestic violence is forming a new participant household, will have the tolling period for SSVF's temporary financial assistance reset back to the beginning. Adjoin Veterans must certify a participant's domestic violence situation using the SSVF Domestic Violence Certification Form.

Notifications to participants

Prior to initially providing supportive services to a participant, the grantee must notify each participant of the following:

a) The supportive services are being paid for, in whole or in part, by VA

b) The supportive services available to the participant through Adjoin Veterans' program; and

c) Any conditions or restrictions on the receipt of supportive services by the participant.

Adjoin Veterans must provide each participant with a satisfaction within 30 days of such participant's pending exit from the grantee's program.

Effective: April 10, 2016

Revised: April 6, 2017

©Adjoin

20.19 Program Operations

Confidentiality

Service to Stability will maintain confidentiality of records kept on participants. Service to Stability will comply with all applicable federal and local laws to assure the confidentiality and security of participant's physical and electronic records. Furthermore, Service to Stability must ensure the security of records such that computer systems are equipped with technologies to prevent unauthorized use (such as encryption, strong passwords, and biometrics).

- In cases where household violence prevention or domestic violence treatment services Service to Stability will establish and implement additional procedures to protect participants by ensuring the confidentiality of:
    - Records pertaining to any individual provided services, and
    - The address or location where the services are provided.
- Homeless Management Information System (HMIS) protocols include standards for the privacy and security of information entered into the HMIS system. These standards were developed by HUD based on Health Insurance and Portability and Accountability Act (HIPAA) standards for securing and protecting client information. HUD has defined baseline standards that are required of any and all organizations (such as a Continuum of Care, homeless assistance provider, Veteran service organization, or HMIS software company) that record, use, or process personal protected information on homeless clients for an HMIS. Some communities have elected to adopt additional laws; protocols or policies to further enhance the privacy and security of information collected through HMIS. Agencies that participate in HMIS, including SSVF grantees, must comply with the baseline HUD standards and must also comply with any additional federal, state, and local laws that require additional confidentiality protections. Service to Stability staff are required to enter data into HMIS for all members of the household receiving SSVF services. The only exception to this is for grantees who are victim service providers as defined by the violence against woman act. Under no circumstances should clients' personally identifiable information be sent to anyone else over unencrypted email.

Effective: July 1, 2012

Revised: April 6, 2017

©Adjoin

20.20 Assessment of funds

Adjoin Veterans must regularly assess how supportive services grant funds can be used in conjunction with other available funds and services to assist participants.

Administration of Supportive Services

Adjoin Veterans must ensure that supportive services grants are administered in accordance with the requirements of the supportive services grant agreement, and other applicable laws and regulations.

Adjoin Veterans is responsible for ensuring that any subcontractors carry out activities in compliance with the agreement.

Fee prohibition

Grantees must not charge a fee to very low-income veteran families for providing supportive services that are funded with amounts from a supportive services grant.

Participant Agreements

Participant agreements must be in clear English and signed by all parties involved. They must also clearly state responsibilities for members of the participant's household. Agreements must also state the obligations of Adjoin to household members should the veteran member no longer be present in the household.

Agreements should not require sobriety, income limits, participation in supportive services or other unnecessary requirements as a condition of assistance.

Effective: July 1, 2012

Revised: January 1, 2018

©Adjoin

20.21 Participant Fees

Service to Stability **does not** charge a fee to participants for services provided under the SSVF grant program.

Service to Stability **may** require that a participant provide a "share-of-cost" and/or may implement a temporary financial assistance cap per participant per year.

Effective: July 1, 2012

Revised: May 30, 2013

©Adjoin

20.22 Participants Safety

Service to Stability seeks to ensure the safety of all participants and their staff. Adjoin maintains a comprehensive safety program referenced above to maintain the safety of participants and staff and the confidentiality of the program's participants and their records.

If Service to Stability staff becomes aware of a health or safety issue related to the participant, including unsafe accommodations, staff must report the issue to the appropriate authorities.

If a participant's actions pose a health or safety risk to that participant or another person(s), will notify the police or another appropriate authority. Once the appropriate authority has been alerted, Service to Stability staff will notify the VA grant coordinator of the event or risk involving a participant in the SSVF Program.

Effective: July 1, 2012

©Adjoin

20.23 Data Quality & Reporting Review Procedures

To ensure accurate and timely reporting to the VA, Adjoin Veterans has adopted the following procedures.

Data Collection

Responsible Persons:

Program Staff conducting the intake. (Intake Coordinator [IC])

Data and Performance Coordinator (DPC)

Other Program Staff:

Case Coordinators [CM]

Benefits Coordinator [BC]

Veteran Specialists [VS]

Procedure:

IC or designee will collect the following data from each Veteran household at the specified time period. The data elements will be documented in the participant's chart, more specifically on the Universal Data Elements, Intake and Income Forms.

IC is responsible for ensuring accurate and complete data is collected.

IC will provide the data to be entered in HMIS to the DPC within the specified time period.

DPC and other program staff will enter data in HMIS within the specified time period.

Timeframe:

DPC is responsible for entering the data in HMIS in a timely manner.

> **Prior to Entry:** IC will provide the data to enter in HMIS to the DPC by close of business on the date of enrollment.

©Adjoin

At Entry: DPC will enter data in HMIS within one business day of program enrollment. In the event the DPC is not able to enter data in a timely manner, the IC will be the next in line to enter data in HMIS.

At Exit: DPC will enter data in HMIS within one business day of program exit. In the event the DPC is not able to enter data in a timely manner, the CM will be the next in line to enter data in HMIS.

Every 90 Days: DPC will enter data in HMIS on or before the household's day recertification date. In the event the DPC is not able to enter data in a timely manner, the CM will be the next in line to enter data in HMIS.

At Least Annually: DPC will enter data in HMIS within one business day of program enrollment and on or before the 365th day in the program

When Services are Provided: Staff providing services will enter data in HMIS within one business day of the assistance being provided

*For Financial Assistance, within one business day of approval of financial assistance.

Data to collect:

Universal Data Elements	Subjects	Collect at Entry	Collect at Exit	Collect at 90 days
Name	All Persons in the Household	X		
Social Security Number	All Persons in the Household	X		
Date of Birth	All Persons in the Household	X		
Race	All Persons in the Household	X		
Ethnicity	All Persons in the Household	X		
Gender	All Persons in the Household	X		
Veteran Status	All Adults in the Household	X		
Military Branch	All Veterans			

©Adjoin

Character of Discharge	All Veterans			
Dates served in military	All Veterans			
Disabling Condition	All Persons in the Household	X		
Residence Prior to Program Entry	All Adults in the Household	X		
Length of Stay in Previous Place	All Adults in the Household	X		
Zip Code of Last Permanent Address	All Adults in the Household	X		
Housing Status	All Persons in the Household	X	X	
Program Entry Date	All Persons in the Household	X		
Program Exit Date	All Persons in the Household	X	X	
Unique Person Identification Number	All Persons in the Household -System Generated	X		
Unique Household Identification Number	All Persons in the Household -System Generated	X		

Program Specific Data Elements	Subjects	Collect at Least Annually	Collect when Assistance Provided	Collect at Entry	Collect at Exit	Collect at 90 days
Source & Amount of Income	All Persons in the Household	X		X	X	X
Income Received in Last 30 Days	All Persons in the Household	X		X	X	X

©Adjoin

Non-Cash Benefits	All Persons in the Household	X		X	X	
Non-Cash Benefits Received in Last 30 Days	All Persons in the Household	X		X	X	
Destination	All Persons in the Household				X	
Financial Assistance Provided	All Persons in the Household		X			X
Housing Relocation & Stabilization Services Provided	All Persons in the Household				X	X
Veteran's Information	All Persons that Answered "Yes" to Veteran Status Data Element			X		

VA Custom Data Elements	Subjects	Collect at Entry	Collect at Exit	Collect at 90 days
Category of Permanent Housing	All Adults in Household	X		X
Formerly Chronically Homeless	All Heads of Households or All Adults	X		
Currently Chronically Homeless	All Heads of Households or All Adults	X		
Percent of AMI	All Heads of Households or All Adults	X		X

©Adjoin

Data Quality Monitoring

Responsible Persons:

Data and Performance Coordinator (DPC)

Regional Director (RD), Regional Manager (RM) or Program Manager (PM) as back up

All Program Staff

Procedure:

DPC will export data quality reports from HMIS. The DPC will identify any indications of errors or missing data. The DPC will request missing data from Case Coordinator's and input corrections in HMIS weekly.

Data Quality Reports will include the following:

0250-Data Completeness Report Card, which will notify the CM's of missing data in the following categories:

Entry Date, Exit Date, SSN, DOB, Race, Ethnicity, Gender, Veteran Status, Disabling Condition, Disability Type, Prior Living Situation, Zip Code, Housing Status, Service, Income at Entry, Income at Exit, Income Source at Entry, Income Source at Exit, Income Amount at Entry, & Income Amount at Exit.

0234-Data Quality Report Part 1, which will notify the CM's of errors or missing data in the following categories:

Multiple Housing Status in Household, One Need w/ Multiple Services, Multiple Housing Status Answers, Multiple Entries with Same Entry Date, Multiple Services with Same Start Date, Multiple Households Related to Entry, Missing Gender or Date of Birth, Service Start Date Outside Enrollment Period, & Multiple Households Related to Services.

©Adjoin

0230-Data Quality Report Part 2, which will notify the CM's of errors or missing data in the following categories:

Missing Program Entry, Missing Service Transaction, Missing Service Activity, Non-VA Entry Type, Missing Housing Status, Entry Prior to Grant Start Date, Service Prior to Grant Start Date, & Double Service Activity.

0631- APR Detail w/ addition of client names, which will itemize data entered for the following areas with the addition of client names:

Age and Gender Detail, Assessment Detail, Household Detail, Household Membership, Service Detail, Entry Exit Detail, Income Detail, Non-Cash Benefit Detail, & Duplicate Clients.

Missing or inaccurate data may be detected on this report.

The DPC will manually compare the data on the 0624-HPRP APR Detail w/ addition of client names to an internal Consumer List (described below) for accuracy.

Move-in Date, which will list the move-in dates to permanent housing by client.

Timeframe:

The DPC will review the 0631 and the Consumer List at least once weekly and daily between the 1st and 3rd business day of each month.

All program staff (Case Coordinators and Coordinators) are responsible for correcting any inaccurate or missing data in HMIS within a timeframe specified the Program Manager. On the first 3 business days of each month, all errors will be corrected by the close of each business day.

©Adjoin

Data Quality Tracking & Reporting

Responsible Persons:

DPC, RM, PM, and all Program Staff

Procedure:

The DPC will maintain data on an internal Consumer List. The Case Coordinators will provide the data to the DPC at program entry and exit.

The data that is tracked on the Consumer List is as follows:

Case Coordinator	ID	HMIS ID	Name	Category	Relationship to head of household	Household Type	Entry Date	Exit Date	Age
Household w/ Dependents	Veteran Status	Female Veterans	OEF/OIF	AMI	Destination	Chronically Homeless	Formerly Chronically Homeless	# Days in Program	Veteran Status
VASH	Move in Date	Exit Type	Exit Destination	Zip Code at Exit					

The DPC will maintain "pivot tables" on the Consumer List to simplify tracking and reporting. The pivot tables will accurately extract the data needed to evaluate program progress, caseload distribution, target populations, and reporting requirements to SSVF.

The DPC will compare the data extracted from the pivot tables and recorded on the SSVF Repository files and Quarterly Reports to the monthly and Grant to Date APRs on a monthly basis. DPC will troubleshoot any errors or variances and DPC or responsible program staff will make the appropriate corrections.

©Adjoin

Timeframe:

The IC will provide the data for each new household member within one business day of program entry to the DPC via encrypted scanned document. The Case Coordinators will provide the data for each exited household member within one business day of program exit to the DPC.

The DPC will update the Consumer List within one business day of receiving the new or updated data.

The DPC will submit the Consumer List to all Program Staff every Friday.

The DPC will upload the SSVF Export to the VA Repository by the 3rd business day of the month.

The DPC will compare the SSVF Data Quality Report to the APR and Consumer List on the day the report is provided to the program.

The DPC will troubleshoot any errors or variances and DPC or responsible program staff will make the appropriate corrections in HMIS by close of business on the 2nd business day of each month.

Effective: Jan 1, 2016

Revised: April 6, 2017

©Adjoin

20.24 Habitability Standards

Service to Stability staff will conduct initial and any appropriate follow-up inspections of the housing unit into which the participant will be moving and any appropriate follow-up inspections. Adjoin Veterans assisting a participant to move into new housing unit will ensure the housing unit meets the conditions set forth in 24 CFR 583.300(b). Inspections should occur no later than three (3) working days after the housing unit has been identified to Adjoin Veterans, unless an alternative inspection is used to meet requirements. Alternative inspection requirements are outlined in program guide. The inspection does not need to be performed for HUD-VASH or Section 8 participants. (This habitability inspection does not require a certified inspector.)

Notification to Participants

Adjoin must notify participants the support services and assistance will be paid in whole or part by the VA, through the federal SSVF grant.

Conflict of Interest

Adjoin is required to obtain written conflict of interest statements from Board members a minimum of once a year. The purpose of the conflict of interest forms is to identify any potential conflicts and recuse the board member from specific board decisions, as needed.

Effective: July 1, 2012

Revised: January 1, 2018

©Adjoin

20.25 Satisfaction Survey

To ensure that Veteran families receiving supportive services under the SSVF Program are receiving quality services, Service to Stability will provide a VA-designated satisfaction survey to each participant within 30 days of the participant's pending exit from the program that can be submitted by the participant directly to the VA. Adjoin will electronically distribute the SSVF satisfaction survey to participants using the customized web link from the VA's electronic survey software vendor.

In situations where the Adjoin is actively assisting a participant in transitioning to another location or program, Adjoin will provide the participant with a satisfaction survey as close to exit as possible. Ideally, Veterans will complete this anonymous survey using smart phones, tablets, or computers.

Completed surveys should be submitted directly to VA. In situations where a participant exits the program unexpectedly, Service to Stability staff will attempt to follow-up with participant to provide a survey.

Effective: July 1, 2012

Revised: May 26, 2016

©Adjoin

20.26 Medication Services Policy

Adjoin Veterans do not provide medication services to clients enrolled in the program. Adjoin Veterans does *not* prescribe, dispense, administer or physically control medications prescribed to the program participants.

Effective: July 1, 2012

©Adjoin

20.27 SSVF Participant Financial Aide Policy Guidelines

The SSVF Financial Aid Program

Our objective is to provide additional means by which the SSVF Grant can directly provide temporary financial assistance to participants who are homeless or at risk of homelessness.

Guidelines

1. Financial assistance may be provided for rent, utility fees, deposits (security and utility), moving costs, childcare, car repairs, or maintenance and emergency supplies.
2. Financial assistance may only be provided if payment of such assistance will directly allow the participant to remain or obtain permanent housing.
3. Financial assistance may only be paid directly to the third-party vendor.
4. Requests for financial assistance must include:
    a. With the assistance of a Service to Stability Case Coordinator, a participant must develop and submit a reasonable plan to the Program Manager that addresses the participant's future ability to pay for these expenses.
    b. Signed participant statement that no other government agency or program is providing the same type of assistance for the same time-period to the participant.
    c. Participants may be required to share in the cost as a condition of receiving services from Adjoin based upon their income and review of household budget.
    d. See Policy and Procedure 20.12 for allowable limits.

©Adjoin

Requests for financial assistance must include: **(Traditional Only)**a. With the assistance of a Service to Stability Case Coordinator, a participant must develop and submit a reasonable plan to the Program Manager or their designee that addresses the participant's future ability to pay for these expenses.

b. Signed participant statement that no other government agency or program is providing the same type of assistance for the same time-period to the participant.

7. Requests for financial assistance must include: **(Shallow Subsidy Only)**

a. As a condition of receiving financial assistance from Adjoin, participants must have a plan in place with established Housing Stability goals, and the Shallow Subsidy Assistance Agreement must be signed upon entry into the program.

b. The Shallow Subsidy Assistance Agreement must include the signed participant statement that no other government agency or program is providing the same type of assistance for the same time-period to the participant.

Priority

1. Applicant must be an active participant of the SSVF grant program being administered by Service to Stability.
2. Participants who will become homeless but for this financial assistance.
3. Participants with children.
4. Participants with disabilities.

Application Process

1. During the intake process, Service to Stability Case Coordinator and program participant must immediately complete a needs-assessment. This will include determining if participant is eligible and has applied for all generic supports (both public and VA) he/she is entitled to.
2. If financial aid is required, participant must complete the “Financial Aid Application Form” and sign the “Participant Statement of Need.”

©Adjoin

3. Case Coordinator to submit the fully executed application form, signed statement, check request and all other supporting documents required by Accounting (e.g. rental receipts, utility statements, etc.) to the appropriate approving authority per company policy.
4. Duly executed originals of the above documents must be forwarded to the Accounting Department for payment processing.
5. If supporting documents (e.g. rental receipts, utility statements, etc.) were not submitted with the check request, Case Coordinator or Admin Assistant is responsible for submitting these as soon as possible to the Accounting Department to support the disbursement.
6. At the end of each month or upon request, Accounting will forward an updated Financial Aid ledger to the Program Manager that shows the total financial aid a participant has received.

Recording Administrative Costs, Allocation Methodology, and Grand Drawdown Policy Statement

Adjoin Veterans records administrative costs for the SSVF grant using an automated cost allocation methodology within Sage Intacct. Administrative costs are calculated monthly based on actual incurred direct costs using a Modified Total Direct Cost (MTDC) methodology and are recorded in the general ledger through system-generated journal entries. Administrative costs are invoiced, reimbursed through grant drawdowns, and applied to accounts receivable in compliance with HUD SSVF reimbursement requirements and administrative cost limitations.

(1) System Background and Implementation

To strengthen internal controls, improve accuracy, and enhance audit readiness, Adjoin Veterans implemented the Sage Intacct Dynamic Allocation Module with support from its implementation partner, JMT Consulting.

- Discovery and system design began in March 2025

©Adjoin

- Multiple discovery, configuration, and validation meetings occurred throughout FY2025
- Implementation was completed on November 25, 2025

The Dynamic Allocation Module automates the calculation and recording of administrative costs and ensures consistent application of the approved allocation methodology across all SSVF grant cost centers.

2. Allocation Methodology

a. Allocation Basis (Modified Total Direct Cost)

Administrative costs for the SSVF grant are calculated using a Modified Total Direct Cost (MTDC) methodology.

- The system identifies all allowable direct expense accounts assigned to the applicable SSVF grant cost center
- Only expenses incurred within the applicable allocation period are included
- The Dynamic Allocation Module calculates administrative costs at a rate of 15 percent of qualified MTDC expenses
- Allocations are monitored to ensure total administrative charges do not exceed the SSVF administrative cost limitation (not to exceed 10 percent of the total grant award)

b. Source Pool

The source pool consists of allowable direct expense accounts within the defined SSVF account group, consistent with HUD SSVF guidelines. The system reviews all qualifying general ledger accounts within the account group and aggregates actual posted expenses for the selected cost center and allocation period.

c. Target Accounts

©Adjoin

Allocated administrative costs are recorded in the general ledger as follows:

- **Debit:** 12099 – AR Dynamic Allocation (Clearing Account)
- **Credit:** 41000 – Grant Revenue

The clearing account is used to temporarily hold allocated administrative costs until invoicing and allows for efficient monitoring of cumulative administrative charges and compliance with SSVF limitations.

3. Procedures

a. Allocation Setup

SSVF allocations are configured in Sage Intacct by grant cost center, including cost centers 704, 705, and 706. Each allocation configuration includes:

- Rationale describing the allocation and justification
- Dimension treatment defining the application of grant and cost center dimensions
- Source pool identifying allowable direct expense accounts
- Basis defining the MTDC calculation methodology
- Target entry identifying clearing and revenue accounts

4. Running the Allocation

1. Navigate to General Ledger > All > Generate Allocation
2. Enter the allocation date
3. Confirm the user email address for system notifications
4. Select the appropriate SSVF allocation by cost center (preferred: one cost center at a time)
5. Click “Generate” to run the allocation

©Adjoin

5. **Allocation Review**

- The allocation appears in the Allocation Log queue
- The system sends an automated email confirming successful completion or identifying errors
- Allocation details are reviewed for accuracy and compliance

6. **Posting the Journal Entry**
    a. Select “Duplicate” from the allocation entry
    b. Change the accounting book to Accrual
    c. Select Journal: D_JRNL
    d. Enter the posting date
    e. Submit the entry to post the journal entry to the general ledger

7. **Invoicing and Clearing the Allocation Account**

After posting the allocation journal entry:

1. Navigate to the Accounts Receivable module
2. Create an invoice for the allocated administrative cost amount
3. Record the invoice as follows:

- Debit: Accounts Receivable (SSVF)
- Credit: 12099 – AR Dynamic Allocation (Clearing Account)

This step clears the allocation clearing account and establishes the reimbursable receivable.

8. **Grant Drawdown**

After the invoice is created, Adjoin Veterans initiates the drawdown of SSVF grant funds.

©Adjoin

- Drawdowns are requested only after costs have been incurred, allocated, recorded, and invoiced
- Drawdown amounts correspond to approved and invoiced administrative costs
- Drawdown requests are supported by general ledger detail, allocation reports, and invoices and are submitted through the applicable HUD/SSVF payment system

9. Receipt and Application of Grant Funds

Upon receipt of SSVF grant funds:

1. Funds are deposited into Adjoin Veterans' operating bank account
2. The deposit is recorded in Sage Intacct as a cash receipt
3. Grant funds are applied to the outstanding SSVF invoice as follows:
    - Debit: Cash
    - Credit: Accounts Receivable (SSVF)

This application clears the receivable and completes the reimbursement cycle.

10. Monitoring and Compliance

- Administrative cost allocations are reviewed monthly for accuracy and compliance
- Cumulative administrative costs are monitored to ensure compliance with SSVF limitations
- Accounts receivable balances are reconciled monthly
- Allocation logs, journal entries, invoices, drawdowns, and cash receipts are retained for audit and monitoring purposes
- An updated general ledger reflecting all SSVF allocations is available for auditor and HUD review

©Adjoin

7. Responsibility

The Finance Department is responsible for implementing this policy, maintaining allocation configurations, performing monthly allocations, reviewing compliance with SSVF requirements, and providing documentation for audits and monitoring.

Effective: July 1, 2012

Revised: January 1, 2026

©Adjoin

20.28 SSVF Participant Appeal Process

As in our Client/Participant Grievances & Appeals Policy

Adjoin is committed to a policy of equal services and employment opportunity for all clients, program participants, employees, job applicants**,** and volunteers.

It is Adjoin policy to provide programs and services, employment, career development, advancement, and opportunity based on merit, efficiency, and fitness. ADJOIN endeavors to maintain an environment that is free of discrimination based on age, sex, ancestry, color, marital status, medical condition, pregnancy, national origin, military or veteran status, physical or mental disability, denial of leave under the Family and Medical Leave Act or the California Family Rights Acts, political affiliation, race, religious creed, gender, or sexual orientation.

No person shall be granted preferential treatment based on race or gender, or otherwise be discriminated against with regard to services, appointment, discipline, promotion, recruitment, retention, selection, training, or other aspects of services and employment.

ADJOIN will provide reasonable accommodations to ensure employment opportunities and public services remain accessible.

Any client/participant has the right to question and appeal any decision, determination, or action in which he/she is involved.

> *The policy of Adjoin is that all complaints, allegations of unfair, illegal, or unethical treatment, and allegations of discrimination received by any staff member will be documented and presented to the Regional Manager and the Chief Executive Officer (CEO) immediately.*

Appeals should be submitted in writing, however as a reasonable accommodation, in-person, TTY/TDD, verbal communication via telephone, or other electronic communications (text, email, etc.) is acceptable.

Chief Executive Officer

9444 Farnham St.

Suite 210

©Adjoin

San Diego, CA 92123

858-292-2020 (Voice/TTY-TDD)

858-292-2033

Email: wendy.forkas@adjoin.org

Adjoin will acknowledge receipt within five (5) working days. In instances where the seriousness of the allegation or potential endangerment to the client's health or welfare is in question, the CEO may suspend services or reassign personnel. Where allegedly illegal actions have occurred, Adjoin will notify all appropriate agencies immediately.

If a client/participant believes that he/she has been treated unfairly or has not received prompt attention to his/her requests, the client should contact Adjoin's CEO.

If a client or his/her advocate feels that further appeal is necessary, he/she has the right to appeal to the Chair of the Adjoin Board of Directors.

In rare circumstances where it is not possible to resolve grievances within Adjoin, Veterans may submit grievances to the VA SSVF office at SSVF@va,gov

Filing of complaints by a client/participant will not result in retaliation or barriers to services.

Effective: July 1, 2012

Revised: January 1, 2018

©Adjoin

20.29 Releasing Participants from the Program

In the event a participant violates Service to Stability program requirements, Service to Stability may stop providing assistance to the participant. The requirements must be in writing and provided to the participant and a copy to the VA. The requirements should support a Housing First approach and avoid terminations due to program infractions if alternative approaches exist.

When it is determined that a participant household will soon be exiting Service to Stability, the grantee should review the final housing stability plan goals with the participant, review a final budget, review housing counseling elements such as lease requirements and home maintenance which contribute to housing stability, and make any last referrals to community resources. ADJOIN VETERANS may utilize the SSVF Program Exit Checklist to ensure the appropriate exit steps have been carried out once it is determined a household is going to be exited.

In such instances, written notice of the termination of services will be provided to the participant.

Service to Stability may resume assistance to a participant whose assistance was previously suspended.

Service to Stability provides for the review and resolution of all grievances through its Client/Participant Grievances & Appeals policy.

Effective: July 1, 2012

Revised: January 1, 2019

©Adjoin

20.30 Exit Criteria

Participants may exit the Service to Stability program through voluntary termination, involuntary termination, or because the participant has progressed to a point that the household no longer needs SSVF services.

Adjoin Veterans reserves the right to terminate services at any time. A request to terminate services should program staff determine any of the following:

- An individual or household no longer requires services.
- An individual or household is no longer eligible for services.
- Adjoin Veterans can no longer provide appropriate services for an individual or household.
- Program service funding is discontinued or modified to a point where operations cannot be adequately fiscally maintained. In which case, the participant would be referred to alternate resources.
- An individual or household member presents an immediate danger to the health and safety of the community, Adjoin staff, or other participants. Such dangers include, but are not limited to, physical assaults by the client; possession of firearms or other deadly and dangerous weapons; possession or use of illicit drugs, chemicals or drug paraphernalia; or written or verbal threats made against staff, clients, or other members of the community.

If an individual has progressed to the point that he/she no longer needs services, the support team may determine that a person is ready to “graduate.” In this event, a meeting will be held to plan for a transition to a more appropriate service.

Participants will be notified in writing of program discharge.

Subcontractor Management

Adjoin may contract to one or more third party members for a variety of services as outlined in agreement. A memo of understanding (MOU) must outline the services provided by the third party and include a description of how the subcontractor will be managed and monitored by Adjoin. Adjoin is responsible for ensuring the subcontractor follows all applicable regulations.

©Adjoin

20.31 Fiscal Administration

The VA's Supportive Services for Veteran Families (SSVF) grant will be administered by Adjoin Veterans, a division of Adjoin, under the program Service to Stability.

Adjoin will effectively utilize the Department of Health and Human Services, Payment Management System. Adjoin is responsible for keeping registration valid and updated at all times.

Drawdown Procedures

The Service to Stability program will submit drawdown requests online via the Payment Management System (PMS) (http://www.dpm.psc.gov) website as specified by the supportive services grant.

To meet obligations for spending of funds, drawdowns are limited to the following quarterly maximums: Q1=35%, Q2=60%, Q3=80%, Q4=100%. Service to Stability will ensure that any advance drawdown of funds will be disbursed within 3 days of fund receipt.

At grant closeout, Adjoin is permitted a variance of $1000 regarding the final expenditures with each HHS PMS subaccount authorized balance.

Refer to SSVF Program Guide for detailed drawdown and PMS procedures.

Effective: July 1, 2012

Revised: January 1, 2019

©Adjoin

20.32 Eligible Expenses

Service to Stability requests for SSVF grant funds will be made only for appropriately documented eligible expense that are allowable, allocable and reasonable costs of operating a program under the Supportive Services grant. We will follow the guidelines set forth in OMB Circular A-122 (Cost Principles for Non-Profit Organizations, codified at 2 CFR Part 235), SSVF program regulations and the Supportive Services grant agreement in determining the eligibility of expenses. Additionally, expenses must be eligible per the approved SSVF budget and within budget limitations.

We will aim to expend all SSVF grant funds by the end of the year within the guidelines of the grant award.

As specified by the supportive services requirements of the SSVF Program, the Service to Stability program will recognize the following allowable expense categories:

Administrative Costs (10% Maximum)

Administrative costs include all direct and indirect costs associated with the management of the program and cannot exceed 10% of the total amount of the supportive services grant. Adjoin is required to have a detailed breakout of these administrative costs along with any supporting documents (i.e. invoices) for those expenses for auditing and oversight.

Per OMB Circular A-122, direct costs are those that can be identified specifically with a particular final cost objective. Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective.

©Adjoin

Indirect Cost Allocation Methodology

Adjoin treats all costs as direct costs except general administration and general expenses. Joint costs are prorated individually as direct costs to each Operating Area using the **direct allocation method**.

Direct costs are costs that can be identified specifically to an Operating Area or project and therefore are charged directly to that Operating Area or project. These costs are recorded as they are incurred within the series of accounts assigned for that purpose and further distribution is not required.

Indirect costs are costs incurred for common or joint objectives and therefore cannot be readily and specifically identified to an Operating Area or project. These costs are grouped in common department(s) and distributed to benefiting activities by a cost allocation process.

Adjoin has a Corporate Office consisting of the Home Office, Governance, and Direct Support departments. The Corporate Office is charged with all the indirect costs as defined above which are salaries, benefits, and non-salary costs. Corporate Office costs are distributed/allocated to the various program activities on the basis of direct salaries plus benefits expended in these activities.

Provision and Coordination of Supportive Services (90% Maximum)

1. **Outreach**: Eligible expenses associated with providing outreach services may include costs such as outreach staff, promotional materials, and marketing materials, etc. Refer to program guide for specific eligible expenses.
2. **Case Management**: Eligible expenses associated with providing case management services such as Case Coordinator salaries and other program (non-administrative) staff time. These expenses may include the costs

©Adjoin

associated with training and supervising case management staff. The time associated with Case Coordinators entering participant records into HMIS can also be budgeted in this section.

Timesheets-Employee Hours: Must conform to written policies, be reasonable and meet the standards of documentation. All payroll documentation must be approved by a manager of Adjoin. Overtime, is only allowable with prior approval by the VA. Pre-authorization from the VA is not required in cases of emergencies, when performing indirect administrative functions, and in the performance of tests

Travel costs related to Training: This is an allowable expense when travel will provide direct benefit to the SSVF program. Conferences should be directly related to the goal of ending Veteran Homelessness. The use of teleconferences will be considered for any meeting before travel funds are used. Adjoin Veterans is required to document in files how the travel directly benefits/relates to the SSVF grant and project. All travel and training expense must adhere to Federal Travel Regulations. Staff travel Per-Diem expense reimbursement is allowable if it meets the reimbursement standards. The budgeted line item for Training/Conference expense for non-VA mandated training cannot exceed 1% of grant award. Adjoin Veterans must attend VA-mandated training sessions.

3. **Assistance in Obtaining VA Benefits**: As required by the SSVF grant, Service to Stability Case Coordinators will assist participants in obtaining VA benefits such as vocational and rehabilitation counseling, employment and training service, educational assistance and health care services. This is primarily a referral service and does not involve specific expenses beyond non-administrative staff time for the Case Coordinator.

4. **Assistance in Obtaining and Coordinating Other Public Benefits:** As required by the SSVF grant, Service to Stability Benefits Coordinator will assist

©Adjoin

participants in obtaining and coordinating public benefits that are being provided by Federal, state, local or tribal agencies or any eligible entity in the communities we serve. ADJOIN staff supporting applications to the social security administration should be assisted by staff trained in SOAR. Adjoin staff should have a clear and formal relationship with Soar trained providers or provide SOAR assistance directly. These services or benefits could include but are not limited to health care (medical, mental health, and substance abuse services), daily living services, affordable housing, employment and vocational services, income support, legal services, transportation, personal financial planning and credit counseling, VA fiduciary, representative payee and childcare. At a minimum, these services will involve the time of the Benefits Coordinator who provides and coordinates referrals.

5. **Temporary Financial Assistance:** Service to Stability will ensure that all temporary financial assistance payments do not exceed the percentage of total grant funds established in the NOFA and must comply with the limitations set out in 38 CFR 62.33 and 62.34 (see table below). We will also ensure that all temporary financial assistance payments made on behalf of a program participant:

    - Must help the participant remain in permanent housing or obtain permanent housing and meet all other requirements set forth in 38 CFR 62.33 and 38 CFR 62.34.
    - Must be reasonable and must be provided as part of a plan to address the participant's future ability to pay their own expenses
    - Must be paid directly to a third party on behalf of a participant and must never be paid directly to the participant. Must exercise due diligence to ensure that each payment is made to a legitimate third-party vendor.
    - Cannot be made on behalf of the participant for the same period and for the same cost types that are being provided to the same

©Adjoin

participant through another Federal, State, or local subsidy program.

Temporary Assistance	Associated Restrictions	Suggested Documentation
Child Care Services	▪ Care must be provided by an "eligible childcare provider" ▪ Maximum of 10 months during a 2-year period per child in household or 12 months for extremely low income ▪ Maximum of 6 months in a 12-month period, per child in the household or 9 months in a 12-month period for extremely low income.	▪ Copy of invoice for services ▪ Receipt of payment
Transportation Services	▪ No restrictions on public transportation assistance ▪ Maximum of $1,200 in car repair/maintenance in a 2-year period	▪ Copy of bill for services ▪ Receipt of payment

©Adjoin

Temporary Assistance	Associated Restrictions	Suggested Documentation
Rental Assistance	▪ Eligible for payments currently due or in arrears *(Note: payment towards arrears counts towards maximum assistance limitations)* ▪ Penalties or fees (e.g. application fees) must be reasonable and must directly allow participant to obtain/remain in permanent housing ▪ Maximum of 10 months in a 2-year period or 12 months in 2-year period if extremely low income ▪ Maximum of 6 months in a 12-month period or 9 months in a 12-month period if extremely low income. ▪ Must be in compliance with "rent reasonableness"	▪ Copy of payment demand from landlord / mgmt. company, clearly identifying participant and unit ▪ Document indicating participant's portion of rent ▪ Receipt of payment ▪ Signed lease ▪ W9 from landlord required for payment ▪ Required Habitability Standards Inspection

©Adjoin

Temporary Assistance	Associated Restrictions	Suggested Documentation
Utility Payment Assistance	▪ Eligible for payments currently due or in arrears ▪ Maximum of 10 months in a 2-year period or 12 months in a 2-year period if extremely low income ▪ Maximum of 6 months in a 12-month period or 9 months in a 12-month period if extremely low income ▪ Participant, legal representative or a member of the household must have an account in his/her name with a utility company or proof of responsibility to make payments	▪ Copy of utility bill, itemized by month ▪ Proof participant in responsible for payment ▪ Receipt of payment ▪ Required Habitability Standards Inspection

©Adjoin

Temporary Assistance	Associated Restrictions	Suggested Documentation
Security deposits / utility deposits	▪ Maximum of one (1) security deposit during a 2-year period ▪ utility deposit assistance limited to one (1) time during a 2-year period ▪ Approved deposits **do not count** towards maximum assistance limitations	▪ Written statement from landlord / mgmt. company or utility company that deposit is required. In cases where water and power are not included in rent and are billed separately, this is to be included in the written statement from landlord/management company. ▪ Signed lease or utility agreement ▪ Required Habitability standards inspection checklist (if applicant has relocated) ▪ Receipt of payment
Moving costs	▪ Maximum of one-time assistance during a 2-year period ▪ Short-term storage for a maximum of 3 months or until participant is in permanent housing, whichever is shorter	▪ Copy of receipts for reasonable moving costs ▪ Copy of receipts for short-term storage fees ▪ Receipt of payment

©Adjoin

Temporary Assistance	Associated Restrictions	Suggested Documentation
General Housing Stability Assistance	▪ Maximum of $1500 per participant household for “four classes” in a 2-year period ▪ Maximum of $500 per participant household for items for life/safety (falls within $1500 max) ▪ Broker fees allowable once in a 2-year period.	▪ Copy of bill or invoice ▪ Copy of receipts for allowable expenses
Emergency Housing Assistance	▪ Maximum of 45 days for Veterans with dependents. ▪ Maximum of 72 hours for a single Veteran. ▪ No more than once in a 2-year period for all participants. ▪ At least one viable option for permanent housing unit must be identified for participant who is receiving this assistance. ▪ No space available at community shelter. ▪ Cost must be reasonable.	▪ Emergency Housing Assistance Verification Form ▪ Copy of invoice and receipt.

In addition to the suggested documentation mentioned above, all temporary financial assistance requests must be submitted to Corporate for payment processing with the following documents:

- Duly authorized Check Request per Purchase Approval policy

©Adjoin

- SSVF Grant Participant Financial Aid Application
- Signed Participant Statement and Agreement form – which attests that the participant is not receiving the same type of benefit or service for the same service month(s) from a different government or community agency
- Service to Stability Program documents which includes the Temporary Financial Assistance Application checklist, Current Monthly Budget, Projected Monthly Budget, etc.

6. **Other Supportive Services:** Service to Stability will provide other supportive services with approval from the VA.

Effective: July 1, 2012

Revised: January 1, 2020

©Adjoin

20.33 Ineligible Activities

Supportive services grant funds will not be used to pay for the following items:

- Mortgage costs (including refinancing fees, taxes, or other costs)
- Construction or the cost of housing rehabilitation
- Credit card bills or other client debt
- Extensive car repairs for participants (beyond the eligible $1,200 in repairs/ maintenance)
- Car payments for participants
- Medical or dental care and medicines Mental health, substance use, or other therapeutic interventions designed to treat Axis I or II diagnostic conditions in the Diagnostic and Statistical Manual of Mental Disorders (DSM) V Addition.
- Home care and home health aides typically used to provide care in support of daily living activities (Note: This includes care that is focused on treatment for an injury or illness, rehabilitation, or other assistance generally required to assist those with handicaps or other physical limitations.)
- Food, including food provided at staff and other meetings or trainings (except as a qualified emergency supply)
- Pet care, including additional deposit for pet
- Entertainment activities
- Direct cash assistance to program participants
- Purchase of gift cards for program participants
- Court-ordered judgments or fines. Note that late rent fees are an allowable expense.

©Adjoin

- Court-ordered fees that are related to a court order/adjudication
- Petty cash for program staff
- Gift cards of any kind
- Advertising

No bulk purchases of items are allowed, unless each item is necessary for a specific identified Veteran household at the time of purchase.

Funds may not be released directly to the participant. All funds are to be issued to a third party such as a landlord or utility company

Effective: July 1, 2012

Revised: January 1, 2019

©Adjoin

20.34 Financial Close Outs

All grant funds must be expended by the end of the contract year. Any remaining funds must be returned. Adjoin will have 45 days from the end of the agreement to finalize program and financial close outs. All required final reports are due no later than 45 days from the end of the agreement including the Federal Financial Report and the Federal Financial Status Report, Closeout Certification, Financial Expenditure Report.

Documentation Required

ADJOIN must use generally accepted accounting principles (GAAP) and provide adequate fiscal control and accounting records. Adjoin systems must comply with 38 CFR 49.21 and maintain all back up documentation.

Funding Sweeps

SSVF spending will be consistent across quarters. Per the grant agreement, the VA may elect to recoup unused funds and reprogram such funds to provide SSVF in areas with higher need. Funding sweeps may occur if:

- By the end of the first quarter, requests for funds are less than 15%.
- By the end of the second quarter, requests for funds are less than 40%.
- By the end of the third quarter, requests for funds are less than 65%.

Effective: January 1, 2018

Revised: January 1, 2019

©Adjoin