

Company Vehicle Policy &

Fleet Management Program

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POLICY:

It is the policy of Nathan Jackson, PLLC & Integrity Family Home Care, LLC DBA Choice Homecare and Choice Rehab ("Choice Homecare & Rehab") to provide specific employees company vehicles, on a voluntary basis, for business use. If eligible and if elected by the employee, employees may use these cars for Personal Use and a modest monthly stipend will be deducted from their pay. This policy details the proper care and operation of a company vehicle and gives information pertinent to the responsibilities of Choice Homecare & Rehab employees assigned a company vehicle.

PROGRAM DESCRIPTION:

The Fleet Management Program provides vehicles for specific Choice Homecare & Rehab staff to use for getting to and from patient visits. The program covers most vehicle expenses – cost of vehicle, fuel, routine maintenance, and insurance. Costs not covered by the program include cleaning and detailing and a portion of the costs incurred by driver-fault accidents.

Vehicles may be provided strictly for Business Use & Commute, in which case the vehicles are kept overnight at the employee's residence or vehicles may be provided for a combination of Business and Personal Use.

- Business Use & Commute is defined as driving directly to and from work, and from one business-related visit to the next, or from the office to a business-related visit, or from a business-related visit to the office. Commute use and time is not considered "work time".
- Personal Use is defined as driving for personal benefit, driving while on personal errands, or on non-work time or other non-business purposes.

When an eligible employee opts for the Personal-Use Option vehicle, a monthly fee is deducted from their pay. All the same vehicle expenses noted above are covered in the program, and the same excluded costs as noted above are not covered. Spouses may be eligible to drive a Personal-Use Option vehicle if they meet all the requirements as noted in the policy. Parents, friends, children or any others not a legal spouse of the employee are never permitted to drive or operate a company-provided vehicle.

PROCEDURE:

I. Delivery and Acceptance

- 1. Delivery and acceptance is your responsibility. Choice Homecare & Rehab will ensure that the vehicle is equipped as specified.
- 2. The Owner's Manual and warranty pamphlet should be in the vehicle's glove compartment at all times. If these items are missing, contact the Enterprise Fleet Management immediately.

II. Eligibility to Drive a Company Vehicle

Employees must meet the following criteria to be considered eligible to participate in the Fleet Management Program:

- 1. The employee must be selected and approved for the program by Choice Homecare & Rehab executive management.
- 2. The employee must have a current valid Texas driver's license.
- 3. The employee must have an acceptable driving record based on a review of their Motor Vehicle Record abstract.
- 4. The employee must be at least 21 years of age or older.
- 5. Employees must have completed their appropriate and applicable orientation process(es).

III. Driver Responsibilities

- 1. Drivers are responsible to:
 - a) Read and adhere to all policies outlined in this document, particularly to the Safety Expectations section. Prior to receiving a company vehicle, an employee and their spouse, if applicable, are required to sign and date this document, acknowledging agreement to abide by all policies. A copy of this policy must be kept in the vehicle glove compartment for easy reference.
 - b) Drive safely and defensively at all times. Drivers must know and abide by all driving laws in any area where they operate a company vehicle.
 - c) Assure only authorized drivers operate a company vehicle
 - d) Assure proper security of the car (i.e., turning off vehicle and properly locking it when unattended, keeping bags and personal items in trunk when not being driven, etc.)
 - e) Keep the company insurance card, fuel card and vehicle registration in the glove compartment, or center console if applicable, at all times.
 - f) Provide preventative maintenance as notified by Enterprise Fleet Management and outlined in this policy.
 - g) Cover the cost of cleaning the company vehicle at least monthly and detailing the company vehicle at least twice a year.
 - h) Pay all traffic violations (both moving and non-moving) in a timely manner. Failure to do so may result in disciplinary action, up to and including termination of employment.
 - Notify Human Resources immediately if their driver's license or that of their spouse (if applicable for a Personal-Use Option vehicle) is revoked, suspended, or restricted for any reason.
- 2. Drivers are also responsible to assure the following *restrictions* are followed:
 - a) Travel outside the continental United States is not permitted.

- b) Use of the vehicle for any independent, non-company sanctioned business venture or any other employment is prohibited. You may not use the vehicle as a taxi, delivery vehicle or operate a personal business from, or with, the vehicle.
- c) The acceptance of any form of compensation from any individual, group or entity for carrying passengers or material is prohibited.
- d) Changing the mileage indicated on the odometer is illegal and prohibited. No person may disconnect, reset or alter the odometer of their vehicle with intent to change the number of miles indicated. Operation of a company vehicle with knowledge of disconnected or non-functional odometers is also prohibited. Violation of this policy will lead to immediate termination and possible criminal penalties.
- e) Tampering with any company-installed devices, systems, or logos on or in the vehicle is prohibited.
- f) Towing with the company vehicle is strictly prohibited.
- g) Smoking in the vehicle is prohibited at all times and by all occupants.
- h) Affixing any materials (i.e., permanent or temporary bumper stickers, decals, etc.) to the company vehicles is not permitted. If anything needs to be affixed to a company vehicle, permission must be obtained from Choice Homecare & Rehab.

IV. Safety Expectations

- 1. The safety of employees is of prime importance to Choice Homecare & Rehab. Drivers of company vehicles are responsible for driving their vehicles in a careful, defensive, safe, and reliable manner at all times. Additionally, Drivers will be representing Choice Homecare & Rehab while operating their vehicle. As such, they are required to exhibit courteous and civil behavior while driving company vehicles and follow and practice the Core Values of the organization. Safety expectations of drivers include:
 - a) Knowing and abiding by all driving laws in all areas where a company vehicle is operated.
 - b) Use of seat belts, including federally approved child restraints, at all times by driver and all passengers no exceptions. It is the driver's responsibility to ensure that all occupants fasten their seat belts before the vehicle is placed into gear. Enterprise Fleet Management should be contacted immediately for authorization, repairs or replacement if a seatbelt is malfunctioning.
 - c) Not driving under the influence of drugs or alcohol. Violations are illegal and will result in immediate termination of employment.
 - d) Company vehicles must never be used to transport any illegal items for any purpose.
 - e) Drivers should not drive while tired, sleepy, or affected in any way that may impair their judgment or ability to safely operate a motor vehicle.
 - f) Choice Homecare & Rehab prohibits the transport of hitchhikers or strangers. This policy is established by Choice Homecare & Rehab and must be observed for the protection of the driver, Choice Homecare & Rehab and the vehicle provider. Choice Homecare & Rehab and Enterprise Fleet Management assume no liability if there is a violation of this policy.

- g) Non-driving related activities, such as eating, grooming, and using cell phones pose known safety risks and are prohibited while driving. Cell phone use is permitted if connected to the BlueTooth system in the vehicle so operation is hands-free. Texting while driving is strictly prohibited.
- h) Radar-detectors, Laser-detectors or other devices designed to warn of, or detect the presence of, police are prohibited.

V. Withdrawal of Company Vehicle Privileges

- 1. The privilege of driving a company vehicle may be withdrawn for any of the following reasons and subsequent additional disciplinary action may follow as a result:
 - a) Abuse or misuse of the company vehicle or failure to comply with the rules and procedures stipulated in this policy.
 - b) A driving record which becomes deficient during the course of operating a company vehicle which, under certain circumstances, may be grounds for termination of employment.
 - c) Conviction of, or a guilty plea to, driving any vehicle under the influence of alcohol or an illegal controlled substance. For purposes of this policy, "convictions" include sentenced to confinement, paid fine, time served, placed on probation (including deferred adjudication) and court-ordered restitution.
 - i. Upon being charged with an offense related to driving under the influence of alcohol or an illegal controlled substance, Choice Homecare & Rehab, at its option, may suspend driving privileges of company vehicles, or driving at all for Choice Homecare & Rehab, pending the outcome of legal process.
 - d) If an eligible driver develops a long-term disability or takes an extended leave of absence, including for FMLA purposes, his/her assigned company vehicle may be reassigned to another driver, or parked at a company Location for the duration of the disability or absence, or until another qualified driver needs a company vehicle. Upon recovery from the disability and return to work or returning from leave of absence, the driver may be assigned the same or another company vehicle, at the company's sole discretion.
 - e) Pattern of not keeping vehicle clean and missing maintenance checks.

VI. Motor Vehicle Record Checks

The motor vehicle record of all drivers will be reviewed annually or at any time throughout the year at the discretion of Choice Homecare & Rehab and/or third party Liability Insurance Company/Broker. Eligibility for a company provided vehicle is dependent on the driver maintaining an acceptable driving record. Signing this policy will give Choice Homecare & Rehab and/or a third party Insurance Company/Broker permission to monitor and check both spouse and employee Motor Vehicle Records. "Acceptable driving record" will be solely determined by Choice Homecare & Rehab and/or a third part Insurance Company/Broker

VII. Insurance

- 1. Choice Homecare & Rehab's third-party Insurance Company/Broker provides Public Liability and Third Party Property Damage Insurance, including insurance against loss by fire, theft, collision or vandalism. The Risk Management Program covers both Business and Personal Use of the vehicle.
- 2. Each vehicle will be issued a Policy Identification Card which must be in the glove compartment of the vehicle at all times. Enterprise Fleet Management is to be notified immediately and a replacement requested if the card is lost or stolen.

VIII. Fuel Card

- 1. Drivers will be provided with a unique fuel card they must use to purchase fuel. Each driver will be assigned a unique Driver ID number to use when purchasing fuel. The current odometer reading must also be entered when fueling a vehicle. Any fuel purchases made for the company vehicle must be charged to the company fuel card. If the driver loses their assigned fuel card, it is their responsibility to immediately contact your Account Manger at Enterprise Fleet Management to obtain a replacement card.
- 2. There is no need to keep fuel receipts and report gasoline on an expense report. Cash or personal credit/debit card purchases of fuel are not permitted and will not be reimbursed.
- 3. Each Driver must keep detailed and accurate record of business and personal miles driven each day. Business miles must be recorded in Suncoast as per policy. Personal miles should be recorded on a log book kept in the glove compartment of the vehicle.
- 4. All lost, stolen or missing Fuel Cards must be reported immediately to Enterprise Fleet Management. Further instructions for using the card will be included with receipt of the card.
- 5. The Fuel Card is specifically for use with the driver's unique company vehicle. Purchases are electronically monitored and any purchase for personal or non-business vehicles will be subject to discipline, up to and including immediate termination of employment.

IX. Preventive Maintenance and Repairs

1. Choice Homecare & Rehab has contracted with Enterprise Fleet Management to administer a comprehensive maintenance program designed to support the driver and ensure the company vehicle is safe to drive. Preventive maintenance is needed to maintain the vehicle warranty and will provide for the efficient operation of the company vehicle and avoid unnecessary repairs.

- 2. All vehicle maintenance and repairs must be done using the Enterprise Full Maintenance Card. Upon notification from Enterprise, it is the drivers' responsibility to take the vehicle into a dealership or approved repair shop for proper vehicle maintenance.
- 3. Enterprise Full Maintenance provides the driver with a convenient method for maintaining the vehicle. Enterprise has an extensive network of shops and vehicles may be taken to any ASE Certified Technician. No cash/credit card is required for authorized services. If extensive repairs are necessary, Enterprise can even secure alternate transportation for the driver.
- 4. Employees will not be paid wages or salary for time spent at repairs or performing vehicle maintenance. Repairs and maintenance should be scheduled away from work hours whenever possible.
- 5. You will be notified when preventive maintenance on your company vehicle is due. In the interim, the driver is responsible for the following basic services:
 - a) Maintain proper oil level at all times by having the oil checked regularly. When adding oil, be sure to use the specified quality and grade of motor oil.
 - b) Maintain all fluid levels (automatic transmission, power steering, power brakes) according to the owner's manual.
 - c) Maintain the level of antifreeze/coolant according to the owner's manual. Provide for proper cold weather and summer protection.
 - d) Enterprise will notify drivers when tire rotation is required. The tread life of a radial tire is between 35,000 and 40,000 miles, depending upon grade and construction. To insure maximum tread life, tire pressure should be checked at least once a month, and always when the tire is cold. Always maintain the correct tire pressure as directed in the Owner's Manual. Under inflated tires greatly reduce tread life, increase fuel consumption and increase the chance of a blow-out at highway speeds. For the safety of the driver and passengers, drivers must keep tires properly inflated at all times.
 - e) A vibration in the front end at highway speeds usually indicates a tire is out of balance. If this occurs, Enterprise should be notified immediately for approval to check and balance tires.
 - f) Maintain the necessary level of washer fluid and replace worn wiper blades when they start to streak, or when notified to do so by Enterprise.
 - g) As soon as damage occurs, contact Enterprise to arrange for the repair or replacement of the vehicle's windshield or any other glass areas.
- 6. Any emergency repair performed without Enterprise's authorization must have a detailed explanation attached to the repair invoice and submitted with an expense report. The repair will be considered unauthorized and payment denied if no explanation is received.
- 7. A non-emergency repair or maintenance not authorized by Enterprise or performed at non-Enterprise-approved repair facility will be considered unauthorized and the expense will be the responsibility of the driver. Expenses incurred for repairs that would have been covered under the Manufacturer's Warranty if performed at a dealership, regardless

of the amount, will be considered unauthorized unless extenuating circumstances justify the repair. To avoid unnecessary cost, always get pre-approval from Enterprise prior to repair or maintenance on company vehicles. (Examples: new air/fuel filters, tire rotation, coolant change, oil change etc.)

X. New Vehicle Warranty

- 1. Any repairs required during the warranty period must be approved through Enterprise. Enterprise will authorize where repairs are to be made. Do not attempt to have repairs done at a local repair shop or dealership without pre-authorization from Enterprise.
- 2. Be sure to contact Enterprise immediately for necessary repairs to avoid paying for repairs because the warranty has expired.

XI. Car Theft and Burglary

- 1. The Driver is responsible for properly securing, closing, and locking all doors, windows, and ignition while the vehicle is unattended. Bags, electronic devices etc. must be kept in the trunk or removed from the vehicle when the vehicle is not being driven so that forced entry or car theft is not encouraged.
- 2. Installed phones are not authorized. They are vulnerable to theft and their removal can cause visible damage to the vehicle. The vehicles will come with BlueTooth equipped systems that will allow employees to sync most cellular phones for hands-free use.
- 3. In the event of car theft or burglary, the driver must report it immediately to the local police, Choice Homecare & Rehab and Enterprise Fleet Management.

XII. Alternate Transportation

- 1. In the event of accident damage or repairs to the company vehicle, alternate transportation may be required. Authorization is needed for any type of transportation and for the length of time alternate transportation is to be used.
- 2. In the event a personal car is available for use by the driver and this method of transportation is approved, the driver will be reimbursed for all business mileage at Choice Homecare & Rehab's current approved mileage reimbursement rate specific to Alternate Transportation. This mileage allowance is the only reimbursable expense that will be payable to the employee and is meant to cover the driver's cost for gasoline, oil, insurance, depreciation and repair expenses.

- 3. All rentals are arranged and approved through Choice Homecare & Rehab and/or Enterprise and will not normally be approved for regular maintenance, i.e. oil changes, brakes and tires.
- 4. The Driver is responsible for returning the rental to the original rental agency with the appropriate level of fuel in the tank as when it was picked up. Any drop-off, pick-up, or gas charge without prior approval will be charged back to the driver.
- 5. Authorization to use alternate transportation will be for a specific time period. Any additional extensions on the number of days must be approved by Choice Homecare & Rehab and/or Enterprise Fleet Management.
- 6. In the event that the driver rents a vehicle without authorization, they may be held liable for the full cost or the difference between the actual cost of the unauthorized rental and the approximate cost of a rental under the proper Enterprise approved method. In those instances where the rental would not have been authorized, the driver will be responsible for the full amount incurred.
- 7. The Fuel Card is specifically for use only with company vehicles and may not be used for rental vehicles. When utilizing personal or rental cars, use other means of payment to purchase fuel and submit mileage on an expense report.

XIII. Personal Use of the Company Vehicle

- 1. While the company vehicle is primarily intended for Business Use, it may also be driven for Personal Use if an employee is eligible for a Personal-Use Option vehicle and it has been so arranged.
- 2. Employees may purchase the Personal Use option for company vehicles. A charge, determined at the beginning of the year and based on an amount the company determines to be the fair cost to provide Personal Use, is made as a bi-weekly payroll deduction. This bi-weekly deduction will begin with the first paycheck after delivery of the vehicle. This deduction goes towards the cost of additional wear and tear on the vehicle, gasoline, preventative maintenance, repairs and insurance due to the Personal Use of the vehicle.
- 3. A yearly Addendum to this agreement will be provided that specifies the Personal Use biweekly amount for that year.
- 4. If elected, employees must sign up for Personal Use for a minimum of six months. Employees may be held financially responsible for the bi-weekly Personal Use amount if they cancel the Personal Use benefit before the six month period is over.
- 5. Legal spouses, provided they are at least 21 years of age and have signed an authorization allowing their motor vehicle record to be checked and been deemed to have an acceptable driving record, may use company vehicles during non-working hours, but children or any

other driver are not permitted and are considered unauthorized drivers. Spouses are held to the same expectations as the employee as outlined in this policy and must also read and sign this policy.

- 6. If a driver permits an unauthorized driver to use the fleet vehicle and an accident occurs, the driver can be responsible for the entire cost of the accident, including repairs or the total value of the vehicle(s) if it is declared a complete loss. Disciplinary action may also result, up to and including immediate termination of employment.
- 7. The company reserves the right to discontinue an employee's Personal Use for any reason at any time. Common reasons for discontinuance may include, but not be limited to, excess personal miles, poor driving record, disciplinary actions related to employment, or other reasons deemed necessary or relevant by the company.
- 8. Employees are restricted to using the vehicle within a 200 mile radius of their home. Employees wishing to use the vehicle outside this radius, for vacations, etc., must request and obtain permission from Choice Homecare & Rehab prior to traveling outside this radius.
- 9. Drivers are responsible for all expenses such as storage, parking, and tolls when driving the car for Personal Use with the exception of gas and maintenance.

XIV. Replacement Policy

- 1. In general, vehicles are replaced when they have been in service for three to five model years or a predetermined number of miles driven.
- 2. When Choice Homecare & Rehab orders a new company vehicle, the driver has the first option to purchase their current company vehicle. If the driver does not purchase the vehicle, it will be made available to all other Choice Homecare & Rehab employees.
- 3. If purchased by an employee, the company will pay to have the logo and any installed devices removed.

XV. Vehicle Turn-In

- 1. The estimate of the vehicle's value will be partly based on the appearance of the vehicle. The employee is responsible to ensure the vehicle is clean, both inside and outside before turning it in. Remove all business and personal belongings from the vehicle.
- 2. The driver is responsible for the cost of cleaning the company vehicle. The company will not pay for vehicle washes or vehicle detailing. As often as needed, drivers of a company vehicle should clean the exterior and interior of the vehicle to ensure that the vehicle is presenting a positive company image.

3. If a vehicle is not kept in proper condition, Choice Homecare & Rehab can require the driver to clean and/or detail the vehicle at the driver's expense. Failure to keep company vehicles in clean condition may result in disciplinary action, including loss of vehicle privileges.

XVI. Accident Review Board

An Accident Review Board made up of Choice Homecare & Rehab executive
management will review accident reports. Drivers who are determined to be "At-Fault"
for an accident will be subject to disciplinary action up to and including reimbursement to
Choice Homecare & Rehab for any or all damage to their vehicle and/or termination of
employment.

XVII. Employee Responsibility When Accidents Occur

- 1. Definitions:
 - a. Comprehensive Loss: Any loss other than collision.
 - b. Chargeable Accident: Any accident where the employee was either At-Fault or engaged in Unauthorized Use or Activity while operating the vehicle.
 - c. Unauthorized Use or Activity: Any use or activity other than that permitted in this policy.
- 2. Policy for At-Fault Accidents:
 - a. Comprehensive type losses: Driver pays first \$500 of any unrecovered costs on any loss.
 - b. First Chargeable Accident: Driver pays first \$500 of damages.
 - c. Second Chargeable Accident: Driver pays first \$500 of damages; Participation in a driver safety training program at driver's expense is required, and must be completed within 60 days of accident.
 - d. Third Chargeable Accident: Driver pays first \$750 of damages; Participation in a driver safety training program at driver's expense is required and must be completed within 60 days of accident. The driver will be automatically placed on probation for a minimum of 6 months. Any incidents, accidents, or policy violations during this period will result in disciplinary action such as withdrawal of vehicle privileges, suspension of employment or immediate termination of employment.
 - e. In all cases, further disciplinary action, up to and including immediate termination of employment, may result.

- 3. Policy for Not-At-Fault Accidents:
 - a. Comprehensive type loss: No charge made to the Driver.
 - b. First Chargeable Accident: Driver pays first \$500 of damages
 - c. Second Chargeable Accident: Driver pays first \$500 of damages; Participation in a driver safety training program is required and must be completed within 60 days of accident.
 - d. Third Chargeable Accident: Driver pays first \$750 of damages; Participation in a driver safety training program is required and must be completed within 60 days of accident. The driver will be automatically placed on probation for a minimum of 6 months. Any incidents, accidents, or policy violations during this period will result in disciplinary action such as withdrawal of vehicle privileges, suspension of employment or immediate termination of employment.
 - e. In all cases, further disciplinary action, up to and including immediate termination of employment, may result.

4. Unauthorized Use:

- a. Driver may be responsible for any and all unrecovered costs, and/or subject to disciplinary action up to and including immediate termination of employment.
- 5. Accidents after employment ends but before Vehicle is returned to Choice Homecare & Rehab:
 - a. Drivers assume full responsibility and liability for accidents occurring after their employment has ended with Choice Homecare & Rehab and before they have returned their vehicle.
 - b. Drivers are encouraged to arrange for alternate, non-company vehicle, transportation in the event their employment ends with Choice Homecare & Rehab for any reason.

XVIII. Employee Transfers and Terminations

- 1. If any employment-related circumstance arises which impacts an employee's eligibility for a company vehicle Choice Homecare & Rehab will notify Enterprise Fleet Management.
- 2. If a driver's employment is terminated, either by the employee or Choice Homecare & Rehab, the driver must return the vehicle to Choice Homecare & Rehab no later than their last day of employment. See *Employee Responsibility When Accidents Occur* # 5 above.

- 3. Once returned, Choice Homecare & Rehab is responsible for the safe storage of the vehicle until it can be transferred to a new driver, assigned as a fleet vehicle or be picked up by the fleet provider.
- 4. The employee must return the company vehicle to Choice Homecare & Rehab immediately upon demand or request. This policy serves as any advanced notice that may be required to be given to persons operating company vehicles when return demands are given.

XIX. Right of Search and Inspection

- 1. These vehicles remain the sole property of Choice Homecare & Rehab. Choice Homecare & Rehab reserves the right to search and inspect the company vehicle at any time and at any location, both internally and externally, at its sole discretion and for any reason deemed appropriate to Choice Homecare & Rehab.
- 2. The employee, and any and all authorized Drivers, acknowledge, agree and authorize Choice Homecare & Rehab to exercise this right at Choice Homecare & Rehab's prerogative as a condition of accepting this company vehicle.
- 3. Choice Homecare & Rehab reserves the right to establish regular, or random, vehicle inspections to ensure drivers are properly caring for the company vehicle. These inspections may occur wherever the vehicle is located.

XX. Disciplinary Action

1. Failure to comply with any of the conditions for use of the Choice Homecare & Rehab provided vehicle subjects the employee to disciplinary action up to and including immediate termination of employment. Such action may also include reimbursement to Choice Homecare & Rehab for expenses incurred, as well as the removal of the vehicle and loss of vehicle privileges.

XXI. Disclaimer

1. Choice Homecare & Rehab reserves the right to modify this policy and the fleet program at any time.

POLICY APPROVED: June 15, 2011 Approval Date: David Jackson President, Choice Homecare & Rehab June 15, 2011 Policy Last Reviewed on: **Employee Acceptance and Agreement** I have read and accept all terms and conditions of this policy. Employee Signature **Employee Print Name** Identification of Vehicle Assigned Date **Spouse Acceptance and Agreement** I have read and accept all terms and conditions of this policy. Signature of Spouse (if applicable) Printed Name of Spouse (if applicable) Date

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