## BEHAVIORAL CARE SOLUTIONS, LLC.

Behavioral Care Solutions For Adults and Seniors, Inc., BCS of Michigan, LLC, Geriatric Psychiatric Services, PLLC and Total Care Solutions SC (Collectively referred to as the "Company")

# Agreement, Receipt & Acknowledgment Company Employee Manual

This Employee Manual is an important document intended to help you become acquainted with the Company. This Manual will serve as a guide; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because economic conditions and the general business atmosphere of the Company are always changing, the contents of this Manual may be changed at any time at the discretion of the Company. No changes in any benefit, policy or rule will be made without due consideration of the mutual advantages, disadvantages, benefits and responsibilities such changes will have on you as an employee and on the Company.

Please read the following statements and sign below to indicate your agreement, receipt and acknowledgment of the Company Employee Manual and the terms in this Acknowledgement.

- I have received and read a copy of the Company Employee Manual. I understand that
  the policies, rules and benefits described in it are subject to change at the sole discretion
  of the Company at any time. I understand that this Manual replaces and supersedes all
  other previous manuals for the Company.
- I further understand that my employment is terminable at will, either by myself or the Company, regardless of the length of my employment or the granting of benefits of any kind.
- I understand that no contract of employment other than "at will" has been expressed or implied, and that no circumstances arising out of my employment will alter my "at will" employment relationship unless expressed in writing, with the understanding specifically set forth and signed by myself and the CEO or COO of the Company.
- I am aware that during the course of my employment confidential information will be made available to me, (i.e., marketing strategies, facility and clinician and other staff information, identity of customers, patients, facilities and suppliers, pricing policies, trade secrets, business and financial information, business opportunities, clinical forms, and other related information). I understand that this information is critical to the success of the Company and must not be given out or used other than on behalf of the Company. During my employment and thereafter in the event of termination of employment, whether voluntary or involuntary, I agree not to use, copy, reveal, report, publish, transfer or otherwise exploit or disclose to any person, corporation or other entity, any of the

Company's confidential information without the written consent of Company, except for use on behalf of Company in connection with Company business.

- I understand and agree that during my employment and for one (1) year thereafter, I will
  not, directly or indirectly, either for my own account or as a member of any type of
  partnership or legal entity, or as a stockholder, investor, member, agent, employee,
  consultant, contractor, officer or director of a corporation or other legal entity:
  - solicit, take away or divert or attempt to solicit, take away or divert any mental health, psychiatric, psychological, psycho-social or related business <a href="from any current or former customers">from any current or former customers</a>, clients, patients or contracted facilities of <a href="Company">Company</a> or otherwise attempt to cause or encourage any customers, clients, patients, or contracted facilities of Company to refrain, in any respect, from maintaining or acquiring any service provided or offered by Company to any of them or otherwise reduce the volume or scope of its or their relationship with Company; for purposes of this Acknowledgement, the term "former" customers, clients, patients or contracted facilities are those that were serviced but are no longer serviced by the Company.
  - recruit or solicit any current or former consultant, employee or agent of Company, seek to employ or retain or engage any such consultant or agent or employee or in any manner induce, seek to induce, entice, or endeavor to entice any such person to leave his or her employment or engagement with the Company. The term "former" shall refer to a person or entity which terminated its relationship with the Company during your period of providing services to or on behalf of the Company and also within the one (1) year period thereafter.
  - provide any clinical or professional services to any then current or former contracted facilities then or previously serviced by Company; the term "former" shall refer to a facility which terminated its relationship with the Company during your period of providing services to or on behalf of the Company and also within the one (1) year period thereafter.
  - otherwise divert or attempt to divert from Company any business opportunity in mental health or interfere with any business relationship or potential business relationship between Company and any other person or entity, such as clinicians, patients, vendors, suppliers or long term care facilities or systems, presented to or made known to me during my employment or engagement with the Company.
- I understand that, should the content of this Manual change in any way, the Company
  may require an additional signature from me to indicate that I am aware of and
  understand any new policies.
- I understand that my signature below indicates that I have read and understand the above statements and have received a copy of the Company Employee Manual. Further, I agree to the terms set forth in this "Acknowledgement."

Employee's Printed Name	
Employee's Signature	Date

## BEHAVIORAL CARE SOLUTIONS, LLC.

## Behavioral Care Solutions For Adults and Seniors, Inc., BCS of Michigan, LLC, Geriatric Psychiatric Services, PLLC and Total Care Solutions SC

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## Employee Manual

## Welcome

Welcome to the BCS Team. Generally, administrative and management staff are contracted through Bio-Behavioral Care Solutions, LLC while our clinical staff is contracted through Behavioral Care Solutions for Adults and Seniors, Inc., BCS of Michigan, LLC, Geriatric Psychiatric Services, PLLC and Total Care Solutions, LLC. For simplicity, in this manual we refer to these entities collectively as the Company.

Thank you for joining our team. We believe you have a great contribution to make to the Company, our patients, and residents of the facilities we service. We recognize the exciting opportunities available in a thriving and successful organization such as the Company. We also want you to sense that same excitement in an employment relationship which can be mutually beneficial and gratifying.

You have joined an organization that has established a reputation for quality and prompt psychiatric and psychological healthcare. Credit for this reputation goes to everyone who is a part of our organization. We hope you too, will find satisfaction and take pride in our work at the Company. As a member of our team, you will be expected to contribute your talents and energies to further improve the environment and quality of care for our patients, residents and the overall organization.

This employee manual should provide answers to many of your questions about our organization and its policies. You are responsible for reading and understanding this manual. Please bring any questions or concerns to your Supervisor or other member of the senior management team.

#### Please sign and return the attached acknowledgement.

We extend to you our best wishes for your success and happiness at the Company. Sincerely,

Robert A. Clemente Chief Executive Officer

## I. Personnel Administration

The task of handling personnel records and related administration functions at the Company has been assigned to our Office Manager and our Credentialing Coordinator. Questions regarding insurance, wages, and non-clinical interpretation of these policies may be directed to our Director of Operations. Clinical policy and guideline inquiries may be directed to the applicable Medical Director or Director of Psychological Services, Collaborative or Supervising Physician or other Senior Management member.

#### A. Your Personnel File

- 1. <u>Maintaining Your Personnel File.</u> It is important that you keep your personnel file up-to-date. For example, compensation and benefits might be negatively affected if the information in your personnel file is incorrect or out-dated. Accordingly, if you have a change in any of the following items, please be sure to notify your Supervisor or the Director of Operations as soon as possible:
  - a. Legal name
  - b. Home address
  - c. Home telephone number
  - d. Person to call in case of emergency
  - e. Number of dependents
  - f. Marital status
  - g. Change of beneficiary
  - h. Driving record or status of driver license, if applicable
  - i. Military or draft status
  - j. Exemptions on your W-4 tax form
  - k. Availability of health care benefits from other sources
- 2. <u>Clinical Staff New Hire Information.</u> Clinical staff are also required to provide the following information at time of hire:
  - a. Copy of current professional licensure and additional certifications
  - b. Copy of DEA # (if applicable)
  - c. Copy of diploma for highest level of educational completion
  - d. Curriculum Vitae
  - e. Completed criminal background check authorization form
  - f. TB screen results
  - g. Signed acknowledgement of BCS training and orientation
  - h. Signed "Agreement, Receipt and Acknowledgement Company Employee Manual"
  - i. Completed Medicare and other insurer enrollment applications
  - j. Declaration page of any independently held malpractice policy

- 3. <u>Clinical Staff Updated Information.</u> In addition, clinical staff are required to provide annual updates of:
  - a. Professional licenses
  - b. DEA# (if applicable)
  - c. Certifications of CEU completions
  - d. Changes to independently held malpractice policy
  - e. TB testing
  - f. Clinical education
  - g. Confirmation of Supervisory/Collaborative Agreement and Delegation of Prescriptive Authority
  - h. Driving record or status of driver license, if applicable

Management refers to your personnel file frequently, and therefore, it is important that your personnel file include information about completion of educational or training courses, applicable outside civic activities, and areas of interest and skills that may not be part of your current position.

Should you want to review your personnel file, simply inform your supervisor or the Director of Operations and arrangements will be made to accommodate your request.

## **II. Employment Policies**

## A. Anniversary Date

The first day you report to work as a permanent employee is your "official" anniversary date. Your anniversary date may be used to administer a variety of employment policies and benefits, if any.

## B. At Will Employment

Employment with the Company is strictly "at will," which means that your employment can be terminated with or without cause, and with or without notice, at any time, by either the Company or you, except as otherwise provided by law or in a separate written agreement between the Company and you. Furthermore, nothing in this Employee Manual should be construed as creating an express or implied contract of employment, or otherwise alter the "at will" employment arrangement.

## C. Background Investigations

A background investigation will be completed on all new employees. Offers of employment are contingent upon obtaining a completed application and satisfactory background investigation. A background investigation will be conducted that includes, at a minimum, a check of previous employment, license, criminal search and OIG sanctions. All employees with direct access to patients, patient information or patient belongings, must be fingerprinted for a full federal and state criminal history search. A Company representative will notify you if a discrepancy arises

between your disclosed credentials and the verified information or if you are determined to be unqualified for the position based upon the results of the background investigation.

#### D. Break Periods

For non-clinical office staff, thirty (30) minutes of unpaid break time is available for each 8 hour shift worked. Generally, this time can be used as a lunch break. In addition, employees may take a 15 minute unpaid break for each 4 hours of scheduled work.

#### E. Business Hours

Our regular office hours of operation are from 8:00 am to 5:00 pm Monday through Friday. Non-clinical employees will be scheduled according to their assigned shift and their job responsibilities. Please refer to your supervisor for your schedule. It is the policy of the Company to adjust staffing in proportion to changes in workload. Supervisors or other Company designees have the right and responsibility to reduce or increase hours worked to meet Company needs while protecting its financial stability.

## F. Resident/Patient/Facility Relations

The success of the Company is directly related to the quality of the relationships between the Company, our employees and contractors, our residents and patients, serviced facilities and the general public. Therefore, it is each internal employee's responsibility to observe some basic principles of customer service:

- 1. Always address patients and residents in a courteous and respectful manner.
- 2. Communicate pleasantly and respectfully with others at all times.
- 3. Follow up on orders and questions promptly, provide businesslike replies to inquiries and requests, and perform all duties in an orderly manner.
- Promptly notify the Vice-President of Marketing for your region or the Director of Operations if you become aware of any material issues involving a contracted facility and the Company.
- 5. Take great pride in your work and enjoy doing your very best.

## **G.** Disciplinary Actions

Unacceptable behavior which does not lead to immediate dismissal may be dealt with in the following manner:

- 1. Verbal Warning
- 2. Written Warning
- 3. Dismissal

Written warnings will include the reasons for the Company's dissatisfaction and any supporting evidence. You will have an opportunity to defend your actions. Written warnings may result in disciplinary actions which may also include suspensions or other measures deemed appropriate to the circumstances.

## H. Driver License & Driving Record

Employees whose work requires operation of a motor vehicle must present and maintain a valid driver's license and a driving record acceptable to our insurer. You will be asked to submit a copy of your driving record to the Company from time to time. Any changes in your driving record must be reported to your supervisor or a member of Senior Management.

## I. Employee Or Contractor Categories

Based on the conditions of engagement, employees or contractors of the Company fall into the following categories:

- 1. <u>Full-Time Employee.</u> An administrative or office employee who works forty (40) hours per week or a clinical staff member who works thirty-six (36) billable patient service hours or greater per week (unless a separate written agreement between the Company and the employee specifically provides otherwise).
- 2. **Exempt.** Exempt employees are classified as exempt if their job duties are exempt from the overtime provisions of the Federal and State Wage and Hour Laws. Exempt employees are not eligible for overtime pay.
- 3. **Non-Exempt.** Non-Exempt employees receive overtime pay in accordance with our overtime policy. In no event will a Non-Exempt employee work overtime without the written approval of a supervisor.
- 4. <u>Part-Time</u>. Part time employees are classified as exempt or non-exempt and work a regular schedule of less than forty (40) hours per week of office/administrative time or less than thirty-six (36) billable hours per week of clinical time (unless a separate written agreement between the Company and the employee specifically provides otherwise).
- 5. <u>Contractual.</u> Contractual personnel are not treated as employees but as contractual personnel ineligible for employee benefits.

## J. Equal Employment Opportunity

The Company is committed to a policy of equal opportunity for all persons regardless of race, color, creed, religion, sex, national origin, age, veteran status, height, weight, or disability as required by applicable federal, state, and local statutes. This policy of equal opportunity applies to all terms, conditions, and privileges of employment including, but not limited to hiring, training, placement, employee development, promotion, transfer, compensation, benefits, layoff and recall, termination, and retirement. Employees shall treat all residents and patients and facility personnel with respect, honesty, integrity and equality, regardless of age, sex, race, nationality, disability, religious beliefs and sexual orientation.

## **K.** Harassment Policy

The above stated commitment to equal opportunity provides the basis for our policy prohibiting harassment of employees, patients, and vendors. More specifically, the Company will provide a work environment that is pleasant, and free from intimidation, hostility, or other behavior, which could interfere with work performance, or create an intimidating or hostile work environment. Consequently, harassment of any kind, including verbal, physical, and visual harassment will not be tolerated.

**Harassment** can take many forms and may include unwanted or unwelcome physical or verbal contact, words, signs, jokes, pranks, intimidation, and other inappropriate statements or conduct.

**Sexually Harassing Conduct** is a particular area of concern, because it amounts to discriminatory treatment on the basis of sex. Sexual harassment is broadly defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communication of a sexual nature when:

- 1. Submission to such conduct is made a term or condition, either explicitly or implicitly, to obtain employment.
- 2. Submission to or rejection of such conduct or communication by an individual is used as a factor affecting such individual's employment.
- Such conduct or communication has the purpose or effect of substantially interfering with an individual's employment or creating an intimidating, hostile, or offensive employment environment.

**Complaint Procedure.** All Company employees are responsible for keeping our work environment free from harassment. Any employee, who becomes aware of an incident of harassment, whether by witnessing or being told of the incident, must report it to their immediate supervisor. If the immediate supervisor is the person engaging in the harassment, then the complaint may be made directly to the CEO, Director of Operations or other member of Senior Management.

The Company strictly prohibits retaliation against any employee for filing a complaint, or for assisting in an investigation of a complaint. Retaliation against any employee for engaging in such "protected activity" will not be tolerated.

## L. Introductory Period

Your first ninety (90) calendar days of employment (along with any extensions thereof, as determined by the Company) are considered an Introductory Period, and during that period you will not be eligible for benefits described in this Manual. This Introductory Period will be a time for getting to know your fellow employees, your supervisor, and the specific tasks involved in your job position. Your supervisor/director will work with you during this period to help you understand the needs and responsibilities of your job.

At the end of the Introductory Period, your supervisor/director will discuss your job performance with you. This review will be much the same as the normal job performance review that is held for regular full-time or part-time employees. During the course of the discussion, you are encouraged to give your comments and ideas as well.

Please understand that completion of the Introductory Period does not guarantee continued employment for any specified period of time, or in any way alter your status as an "at will" employee.

A former employee who has been rehired after a separation from the Company of more than one (1) year is considered an introductory employee during their first ninety (90) days following rehire.

#### M. Licensure

Due to the nature of the services provided by the Company, some employees may be required to provide and maintain current licenses, registration or credentials necessary to perform their job duties. If your position requires a necessary license or professional certification, it is the employee's responsibility to promptly provide a copy or proof thereof (and any updates or renewals) to the Company.

## N. Outside Employment

If you are employed by the Company on a full-time basis, we will require that your position here is your primary employment. Any outside activity must not interfere in any way with your ability to properly perform your job duties with the Company. Outside business activities of a full-time employee must be approved in writing by the Company CEO.

#### O. Reviews

Reviews will be conducted periodically. New employees may be reviewed more frequently, but will receive a review during their initial training.

Reviews may involve periodic Quality Assurance and Clinical matters. Generally, however, the primary reason for reviews is to identify your strengths and weaknesses - reinforce your good habits and develop ways to improve your weaknesses. Such reviews also serve to make you aware of, and to document, how your job performance compares to the goals and description of your job.

#### P. Annual Health Review

All employees who are required to do so must annually visit a designated Health Professional and fulfill their annual Employee Health Requirements to ensure compliance with nursing home licensing guidelines and all other federal, state and local ordinances.

## Q. Proof of U.S. Citizenship and Right to Work

The Company is committed to compliance with Federal regulations that require every employee to verify both their identity and their eligibility to work in the United States. Accordingly, each employee must complete and sign Federal Form I-9 ("Employment Eligibility Verification Form") and also provide the documents required to verify both identity and employment eligibility.

## R. Social Security Number Privacy Policy and Operating Procedure

It is the policy of the Company to protect the confidentiality of Social Security numbers obtained and used in the course of business from its employees and applicants. All executives, managers and employees are expected to rigorously adhere to this policy. Violations of this policy will not be tolerated.

#### 1. Operating Procedures

a. Collection of Numbers: Social Security numbers will be collected from applicants and employees as required in order to meet federal and state reporting requirements. These purposes may include: (1) conducting pre-employment background checks; (2) verifying eligibility for employment; (3) withholding federal and state taxes; (4) complying with state new-hire reporting; and (5) facilitating enrollment in Company benefits plans.

Note: Social Security numbers may also be collected from independent contractors or contractual personnel where no tax identification or employer identification number is accessible. Social Security numbers so obtained will be subject to the same provisions of the privacy policy as those for applicants and employees.

b. Use of Numbers: Except for verification and reporting uses for the above-referenced reasons, no Social Security number will be used: (1) in the conduct of the Company's business or on identification badges, employee rosters, employee identification records, computer passwords, company account records, licenses, agreements or contracts; or (2) in open computer transmissions, company distributions or through the company intranet except where such transmission of information is by secure connection or is encrypted. As examples, reporting of payroll withholding taxes and benefit plan participation requiring such data will be handled through secured computer transmission.

#### c. Storage of and Access to Numbers:

- Storage: All documents containing Social Security numbers shall be stored in secured areas. All computer applications containing Social Security numbers shall be maintained on secured, authorized-access computers only.
- Access: Only persons who have a legitimate business reason will have access
  to Social Security numbers; such access will be granted through the Director of
  Operations. Employees granted such access must take all necessary
  precautions to ensure the integrity of records that include such numbers when the
  records are not being used.

- d. *Destruction of Numbers:* Records that include Social Security numbers will be maintained in accordance with federal and state laws. When such documents are released for destruction, the records will be destroyed by shredding.
- e. State Laws: Applicable state law shall supersede this policy in the event of conflicting provisions.

#### S. Work Schedule/Absences

1. <u>Administrative/Office Staff.</u> The normal work week consists of five (5), eight (8) work hour days, scheduled sometime Monday through Friday. You will be notified promptly whenever a change is necessary; however, should you have any questions concerning your work schedule, address them to your supervisor.

If you are unable to report to work, or if you will arrive late, please contact your supervisor to advise him or her as soon as possible. If you know in advance that you will need to be absent, you are required to request this time off directly from your supervisor. The Company requires all employees who "call in" for an absence give at least two (2) hours advance notice to allow the Company to staff accordingly.

When you "call in" to inform the Company of an unexpected absence or late arrival, ask for or contact your supervisor directly. For late arrivals, please indicate when you expect to arrive for work. Notifying a receptionist or a fellow employee is not sufficient. If you are unable to call in yourself because of an illness or other emergency, be sure to have someone call on your behalf. If your supervisor is not available when you call, you may leave the information with another supervisor, or member of Senior Management. Please avoid texting your notice –a "call-in" would be appreciated and expected.

Absence from work for three (3) consecutive days without appropriate notification as detailed above will be considered a voluntary resignation.

If you are absent because of illness for three (3) or more consecutive days, your supervisor may request that you submit written documentation from your doctor. If you are out of the office due to a planned or unplanned doctor's appointment, please provide documentation of your visit to the doctor's office or medical facility. If you are absent for five (5) or more days because of illness, you may be required to provide written documentation from a doctor that you are able to resume normal work duties before you will be allowed to return to work.

- **2.** <u>Clinical Staff.</u> All clinical staff shall meet or otherwise communicate with an "Administrative Coordinator" (i.e. Practice Manager or Office Manager) to establish a weekly/monthly schedule outlining the days you will be assigned at various nursing homes, assisted living facilities, or other environments. The scheduling process is multi-factorial and is determined by multiple variables such as:
  - Facility need
  - Clinician specialty
  - Reasonable drive times to assigned buildings

All clinical staff is expected to maintain their schedules in a reasonable fashion and any schedule changes must be communicated to an Administrative Coordinator as far ahead of time as possible. In general, any time-off requests in excess of three (3) business days should be communicated to the Administrative Coordinator at least thirty (30) days prior to the actual time off to allow us the opportunity to properly provide coverage and manage resident care issues until your return to work. For time-off less than three days, we expect that clinical staff provide notification within one (1) week of the requested time-off. If you are sick or have an emergency, we expect notification no later than 8:30 am the morning you are scheduled. We understand that circumstances arise that require you to take time-off outside the parameters described herein and we are more than willing to accommodate any legitimate time-off requests so long as they are properly communicated to us. By adhering to this policy and communicating your intended time-off in a timely manner, it allows us to notify your scheduled facility of a change, prevent confusion/frustration in our relationship with our facility customer and ensure adequate resident care in your absence.

## T. Clinical Orientation Policy

All new clinical staff are required to complete an orientation with various members of the administrative and clinical leadership team. This orientation shall include:

- 1. A review of the BCS Orientation Manual and on-line clinical resources. A written acknowledgement of this review shall be completed prior to the clinician's first scheduled day of service.
- 2. Review of clinical literature and periodicals related to your field of practice as determined by your Clinical Director.
- 3. A review of the BCS Employee Manual with a signed acknowledgement of your understanding of the guidelines and policies.
- 4. A minimum of a half-day (1/2) of on-site shadowing with your Clinical Director (or designee) to provide hands-on training in the nursing home, assisted living facility, or other setting. This shadowing shall be considered a reimbursable event to the employee.
- 5. Quality assurance/utilization review of clinical work during your Introductory Period. The results of this review will be discussed with your Clinical Director. Subsequently, all clinical work shall be reviewed according to the BCS Quality Assurance/Utilization Review Policy and Guidelines.

## **U.** Substance Abuse Policy

The Company has a drug-free workplace. As such, we prohibit the use of non-prescribed drugs or alcohol during work hours. The Company will not tolerate an employee coming to work under the influence of drugs or alcohol or using drugs or alcohol during work time.

Under the Company's drug testing policy, all prospective employees may be requested to submit to a preemployment drug test. Prospective employees will only be asked to submit to a test once a conditional offer of employment has been extended and accepted. An offer of employment by the Company is conditioned on the prospective employee testing negative for illegal substances, if a test is conducted. In addition, if an employee is injured while performing

work for the Company, the employee may be required to submit to a post accident drug test. Lastly, current employees may be subject to drug testing based upon reasonable suspicion by their immediate supervisor or another member of the senior management team. Reasonable suspicion might be based upon observations of slurred speech, disoriented behavior, or overly aggressive behavior.

The Company policy is intended to comply with all state laws governing drug testing and is designed to safeguard employee privacy rights to the fullest extent of the law.

Before being asked to submit to a drug test, the employee will receive written notice of the request or requirements. The employee must also sign a testing authorization and acknowledgment form confirming that he or she is aware of the policy and employee's rights.

Any drug testing required or requested by the Company will be conducted by a laboratory licensed by the state. All expenses of the test will be incurred by the Company.

If the employee receives notice that the employee's test results were confirmed positive, the employee will be given the opportunity to explain the positive result. In addition, the employee may have the same sample retested at a laboratory of the employee's choice, at the employee's own expense.

If there is reason to suspect that the employee is working while under the influence of an illegal drug or alcohol, the employee may be suspended without pay until the results of a drug and alcohol test are made available to the Company by the testing laboratory.

All testing results will remain confidential. Employee must sign a consent form prior to the release of results. Test results may be used in arbitration, administrative hearings and court cases arising as a result of the employee's drug testing. Results will be sent to federal agencies as required by federal law. If the employee is to be referred to a treatment facility for evaluation, the employee's test results will also be made available to the employee's counselor.

## **III. Standards of Conduct**

By accepting employment with the Company, you have a responsibility to the Company, your fellow employees and the residents and facilities you service to adhere to certain rules of behavior and conduct. The purpose of these rules is not to restrict your rights, but rather to make clear what conduct is expected and necessary.

## A. Disciplinary Actions

1. <u>Unacceptable Activities.</u> The Company expects each employee to act in a mature and responsible manner at all times. However, to avoid confusion, some of the more obvious unacceptable activities are noted below. Your avoidance of these activities will be to your benefit as well as the benefit of the Company. If you have any questions concerning any work or safety rule, or any of the unacceptable activities listed below, please see your supervisor for clarification. Be advised that engaging in any of these prohibited activities will not be tolerated. Further, the list is not meant to be exhaustive, but only illustrative.

- Willful violation of any Company rule; any deliberate action that is extreme in nature, and is obviously detrimental to the Company's efforts to operate efficiently and properly.
- Willful violation of security or safety rules, or failure to observe safety rules or Company or facility safety practices.
- Negligent or any careless action that endangers the life or safety of another person.
- Being intoxicated or under the influence of a controlled substance while at work; use, possession, or sale of a controlled substance in any quantity while on Company premises, except medications prescribed by a physician which do not impair work performance.
- Unauthorized possession of dangerous or illegal firearms, weapons, or explosives on Company property, or otherwise while on duty.
- Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on Company premises, or when representing the Company; this prohibition includes fighting, horseplay, provoking a fight on Company property, or negligent damage of property.
- Insubordination or refusing to obey instructions from your supervisor, or a member of management.
- Threatening, intimidating, or coercing fellow employees on or off Company premises -- at any time, for any purpose.
- Engaging in an act of sabotage; willfully or with gross negligence causing the destruction or damage of Company property, or the property of fellow employees, customers, suppliers, or visitors.
- Theft of Company property or the property of fellow employees; unauthorized possession or removal of any Company property, including documents, from the premises without prior permission from management; unauthorized use of Company equipment or property for personal reasons; using Company equipment for profit.
- Dishonesty; willful falsification or misrepresentation on your application for employment or other work records; lying about personal leave; falsifying a reason for a leave of absence, or other data requested by the Company; alteration of Company records or other Company documents.
- Malicious gossip or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another employee on the job; willfully restricting work output or encouraging others to do the same.
- Immoral conduct or indecency on Company property.

#### B. Dismissal

Employment and compensation with the Company is strictly "at will," and therefore, it can be terminated with or without cause, and with or without notice, at any time, at the option of either the Company or yourself, except as otherwise provided by law or under separate written agreement between the Company and employee.

## IV. Employee Benefits

## A. Eligibility for Benefits

<u>If you are a full-time employee</u>, you may begin to enjoy some of the benefits described in this Employee Manual after your Introductory Period, unless stated otherwise.

If you are an independent contractor, contractual personnel or part-time employee, or otherwise fail at any time to meet the hourly requirement of a full-time employee, you will enjoy only those benefits that are required by law and will generally be excluded from employee benefits of the Company or be required to pay for such benefits.

No benefits are available to you during your Introductory Period, except as otherwise provided by law or in a separate written agreement between the Company and the employee.

#### B. Health Benefits

Eligibility for group health benefits will occur after the Introductory Period for full-time employees only. Specific plan documents and coverages will be disbursed to you separately. Employees may only enroll for benefits during their initial eligibility period or during open enrollment. The Company shall cover an employee's healthcare premium at the single rate for employees who maintain full-time employment status; any coverage beyond the single rate or with respect to an employee who fails to maintain full-time hours will be paid for by the employee and payroll deducted. Payroll deductions for an employee's premium costs begin the first pay period in which the employee is eligible and enrolled for applicable coverages. Employee group premium costs will be deducted during the month of coverage. The Company does not provide health care coverage to employees who have access to health care coverage from another source (i.e., spouse, Medicare...).

In order to maintain and earn the full benefits noted above, an Employee must maintain full time status as determined by the Company, in its sole determination. Should an Employee fail to maintain Full Time Employee status (as defined in this Manual) then Employee shall be required to pay all or a portion of the health benefit costs under the following schedule:

- 1) If Employee averages more than the hours required for full time status during the calendar year up through the subject pay period, then there will be no required Employee contribution.
- 2) If Employee fails to meet section 1) above and averages less than the hours required for Full Time Employee status in any pay period then the Employee authorizes a payroll deduction to pay for the applicable portion of the health insurance premium as follows:
  - if such pay period hours are less than full time hours but greater than 50 hours in the pay period, one-half the proportionate premium cost will be your responsibility and payroll deducted;
  - if such pay period hours are less than 50, the full proportionate premium cost will be your responsibility and payroll deducted. Proportionate amounts shall be determined based on 1/26<sup>th</sup> of your total annual premium cost. Payroll deductions will continue until you meet the full time status requirements and averages set forth above.

## C. Time Off-Earned (ETO)

Earned Time Off (ETO) is a time for you to rest, relax, and pursue special interests. The Company provides paid earned time off as one of the many ways in which we show our appreciation for your loyalty and continued service. ETO may be used for vacation, holidays, CEU training, jury duty, personal time, or time off due to illness Full time employees will accrue time off per pay-period after his or her Introductory Period. For example, if the employee is eligible for thirteen (13) ETO days per year then he/she shall accrue 1/2 PTO day per payroll throughout the course of the year which totals 13 days of ETO. Employees may not use ETO until they have actually earned their time and it is in their ETO bank, unless approved by the CEO or Director of Operations. Earned but unused ETO may only be carried over and used in January through March of the following year or such prior year's ETO will expire.

On occasion, an employee may wish to "borrow" ETO before being earned. The Company wants to accommodate our valued employees if conditions and scheduling allow. If the request is reasonable and does not negatively impact the business or your co-workers, the Company, in its sole discretion, may approve such an employee request, not to exceed 40 hours. However, if the employee leaves the Company prior to earning sufficient ETO to eliminate any deficit, then the Company will deduct the deficit amount advanced for ETO from the employee's final paycheck(s). As a precondition to any approval, employee will be required to sign a Deduction Authorization consistent with this policy.

Only regular full-time employees are eligible for ETO. You are not eligible for ETO or paid time off during your Introductory Period, or if you are a part-time or contractual.

Full-time non-clinical employees that successfully complete their Introductory Period will accrue ETO per pay period at the rate of 13 days per year or .5 ETO days per pay period. After 5 years of full-time service, eligible full-time non-clinical employees will receive another 5 additional days (total of 18 days) of ETO or earn .6923 days per pay period. After 10 years of full-time service, eligible full-time non-clinical employees will receive another 5 additional days (total of 23 days) of ETO or earn .8846 days per pay period. The Company may agree to a different number of ETO days under a written employment agreement.

Clinical full-time employees will accrue ETO at the same rate as non-clinical full-time employees plus one (1) additional day, unless the number of days is otherwise specifically agreed upon in a written employment agreement. The additional day is to be used to pay a clinical employee for attendance at mandatory Company-sponsored meetings or on-line live webinars. Because full-time clinical status may involve less than 40 billable hours per week, ETO for clinical staff will be paid based on billed hours, as determined by Company.

Employees on an unpaid leave of absence or unpaid Family Medical Leave do not accrue ETO for the period of time they are on leave nor will the time off count toward years of service for the purpose of calculating benefits eligibility.

With respect to employment termination,

- (a) earned but unpaid ETO will only be paid: (i) upon voluntary termination of employment or termination without cause; and (ii) employee signs a Form Company Release and Confirmation and provides at least 30 days (or the notice required by separate agreement, if greater) prior written notice of termination. Otherwise, unearned ETO will expire.
- (b) any unpaid training or shadowing time at the time of termination will not be paid as such compensation is designed to prepare the clinician for future productive services – any early termination will eliminate any future productive services for or on behalf of the Company.

#### D. Vacation Policies

Every effort will be made to grant vacation at the time requested. However, vacations cannot interfere with your department's or facility(ies)' operation, and therefore, all vacation requests are subject to the approval of your supervisor. All requests for time-off must be submitted at least fourteen (14) days in advance of the time off - approval of vacation time must be in writing and signed by your supervisor. Clinical staff must also effectively communicate any and all absences or schedule changes to the Company and the facilities serviced by the clinician in advance and as soon as reasonably possible.

During an unpaid Absence (including an unpaid FMLA leave), paid time off will not accrue.

## E. Recognized Holidays

The following days are recognized as recognized holidays:

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

Full-time employees may use ETO to be paid for recognized holidays.

## F. Funeral (Bereavement) Leave

You are entitled to take up to 3 work days off to attend the funeral and take care of personal matters related to the death of a member of your immediate family, including parents, siblings, spouse, children, step-children, grandparents, mother-in-law or father-in-law. Regular full-time employees may use their earned ETO to be paid for funeral leave. With your supervisor's approval, you may take up to one full day without pay to attend funerals of other relatives and friends. If you prefer, eligible ETO may be used for this purpose as well. Employees may be asked to provide written documentation to support Bereavement Leave.

## G. Family and Medical Leave of Absence

The Company follows the guidelines of the Family and Medical Leave Act of 1993 ("FMLA")

The FMLA allows eligible employees to take up to a total of twelve (12) weeks of unpaid leave of absence for any one or more of the following reasons as defined in the Act and Regulations: 1) the birth of a child; 2) the adoption of a child or placement of a foster child; 3) the care of an employee's spouse, child or parent with a serious health condition; or 4) a serious health condition that makes the employee unable to perform the functions of the employee's position.

To be eligible for a leave under the FMLA, an employee must have been employed by the Company for at least twelve (12) months and for at least 1,250 hours during the last twelve (12) months. The Company calculates your available FMLA entitlement on a rolling twelve (12) month basis. Under this format, an employee's entitlement is based on how much FMLA leave the employee has taken in the preceding 12 months, measured backward from the date leave is used.

The employee is required to provide advance leave notice and medical certification should a leave be desired by the employee. A leave may be denied if the notice and certification requirements are not met. The employee ordinarily must provide thirty (30) days advance notice when the leave is "foreseeable". If thirty (30) days notice is not practical, taking into account all of the facts and circumstances in the individual case, then notice must be given within one (1) or two (2) working days of when the need for leave becomes known to the employee.

Leave requests must be in writing and must set forth the reasons, anticipated duration, and anticipated start of the leave with medical certification attached. The Company may require an employee to obtain a second medical opinion, at Company expense. If the opinion of the two health care providers differs, the Company may require a third opinion, at Company expense, from a health care provider mutually agreed upon by the Company and employee. Within two (2) business days of receiving the employee's notice of the need for a leave, if feasible, the Company will provide the employee a notice of the employee's rights and obligations.

The employee is required to provide the Company with monthly reports from the employee's health care provider updating the Company, and monthly reports from the employee on the status and on his/her intent to return to work. Moreover, the Company may require an employee on FMLA leave to advise the Company periodically (less than monthly) on the employee's status and intent to return to work. Employees must make a reasonable effort to schedule planned medical treatment so as not to unduly disrupt the Company's operations.

A leave to care for a child, spouse or parent because of a serious health condition or a leave because of the employee's serious health condition may be taken intermittently or on a reduced leave schedule if medically necessary. If such leave is based on planned medical treatment, the Company may temporarily transfer the employee to a vacant, available, alternative position for which the employee is qualified, which has equal pay and benefits, and which better accommodates recurring periods of leave than the regular employment position of the employee. The entitlement to leave for the birth or placement of a child expires at the end of the twelve-month period beginning on the date of birth or placement of the child. Spouses employed by the Company are entitled to an aggregate of twelve weeks unpaid leave when it is

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taken because of the birth of or care for the employee's child, or care for a serious health condition of a parent.

An employee may request an extension of his or her leave of absence. Such request must be in writing and must be made no later than one week before the leave expires, with the understanding that approval of same is at the sole discretion of the Company.

Where applicable, an employee returning from a FMLA leave is required to provide certification from the employee's health care provider that the employee is able to resume work and indicate what, if any, restrictions exist.

An employee may be required to first use and exhaust all ETO at the beginning of the twelve weeks to which an employee is entitled under the FMLA, unless otherwise approved in writing by your supervisor. These absences will also count against the employee's 12 week FMLA entitlement.

An employee who has not been designated as a key employee returning from a FMLA leave will be restored to the position held by the employee when the leave commenced or to an equivalent position. The Company is not required to hold an employee's position open for more than a total of twelve weeks.

The taking of a FMLA leave will not result in the loss of any employment benefit accrued prior to the date on which the leave commenced. Employees do not accrue ETO while on an unpaid leave of absence under the FMLA.

The Company will maintain the employee's coverage under the Company's group health insurance plan on the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period based upon the average hours produced for the then calendar year. Employees who make or are required to make copayments for health insurance must make those payments while on an approved leave of absence.

An employee who does not return to work on the date agreed upon will be considered to have voluntarily resigned his or her employment with the Company on that date, and will be required to reimburse the Company for premiums paid for maintaining benefits for the employee during the employee's leave, unless the employee fails to return to work because of the continuation, recurrence, or onset of a serious health condition of the employee's, or of the employee's child, spouse or parent or for other circumstances beyond the control of the employee defined in the Act and Regulations.

Employees are strictly prohibited from engaging in secondary employment (i.e., working for a company other than the Company) while on FMLA leave.

This policy is not meant to be all-inclusive and merely highlights the provisions of the FMLA which are subject to detailed and specific implementing regulations. This policy is not meant to conflict with either the FMLA or its implementing regulations. If there are any inconsistencies between this policy, the FMLA or the implementing regulations, the Act and Regulations control, provided they have not been deemed unlawful by a court of competent jurisdiction.

## H. Unpaid Personal Leave of Absence

The Company may grant an unpaid personal leave of absence for reasons not specified or referenced in the FMLA (for example, to care for a relative that is not an immediate family member). Such requests should be made to your supervisor. Employees who do not return from an authorized Personal Leave when required will be considered to have voluntarily resigned.

## I. Military Reserves or National Guard Leave of Absence

Employees who serve in U. S. military organizations or recognized state militia groups may take the necessary time off without pay to fulfill this obligation, and will retain all of their legal rights for continued employment under existing laws. These employees may apply ETO to such leave. You are expected to notify your supervisor as soon as you are aware of your service dates so that arrangements can be made for replacement during this absence. The Company adheres to the requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA).

## V. Miscellaneous Policies

## A. Payroll Verification Process (Clinical Staff Only)

All Company clinical staff shall have access to the WRS Payroll Report on or about Monday at noon of each payroll week. This report outlines all clinical services performed and completed by date, facility, and code. It is your responsibility to ensure that this information is accurate and that any discrepancies are communicated to the Administrative Coordinator prior to noon on the Tuesday of each payroll week. This is a critical step in the payroll process as it ensures that the Company has an accurate reconciliation of all the services you have performed and completed during the pay period and for which you will be subsequently paid. Failure to promptly respond to this report may result in inaccurate processing of your payroll, reduction in fees, or discontinuation of full time benefits.

## B. Pro-Bono Services (Clinical Staff Only)

The Company has a strict pro-bono service policy regarding the provision of services to residents who are uninsured for all or a portion of our service offerings at contracted facilities. All pro-bono services MUST be approved by a member of senior management prior to the provision of any such service – a Practice Manager is not a member of senior management. If pre-approval is <u>not</u> provided, the staff member will <u>not</u> be credited for such services and this should be duly noted on your Payroll Verification Form. Pro Bono Services may include but are not limited to: (1) the provision of more than one service encounter in a month by a psychiatric professional for a "Medicaid only" resident; (2) the provision of services by a social work professional to a "skilled" or Part A resident; or (3) the provision of services that are deemed to not be "medically necessary."

The insurance status of a patient is easily available on the resident face sheet. <a href="It is the clinician">It is the clinician</a>'s responsibility to determine who is uninsured or who may be a "Medicaid only" resident – while the Company attempts to identify such status during the intake process, the ultimate responsibility lies with the clinician. In cases of uncertainty, we request that you contact the office for pre-verification of benefits prior to initiating services with that resident. In the event of an emergency, we are always willing to allow for a clinical contact on a pro-bono basis. However, given the large volume of residents we serve, this must be managed by the senior management team.

## C. HMO/Medicare Special Advantage Plan Authorization (Clinical Staff Only)

As you may already know, Medicare managed care organizations and other Medicare HMO's and "Dual-Eligible" Managed Care Organizations (PIHPs) have requested that prior authorization be obtained for our services rendered to any of their covered residents. Generally, any resident referred to a clinical employee through the main office (on your daily schedule) will have already received pre-authorization. On the other hand, you can assume that any resident you are requested to see by a facility on the day of your services or who are not clearly indicated on your daily appointment schedule will not have been pre-authorized. We ask that you promptly contact your Practice Manager so that we may contact the Plan or HMO immediately to ensure authorization is provided prior to your initial visit with a resident. This is typically a very quick process and can usually be completed in less than 30 minutes. Should you not take this step, then we will not be able to provide you credit for the service until and unless such authorization is secured.

Again, the insurance status of a patient is easily available on the resident face sheet. It is the clinician's responsibility to ensure that services to residents covered by Managed Care Organizations/Plans have been pre-authorized – while the Company attempts to address pre-authorizations during the intake process, the ultimate responsibility lies with the clinician. In cases of any uncertainty, we request that you promptly contact the office for pre-authorization prior to initiating services with that resident.

## D. Intake Process/Missing Information (Clinical Staff Only)

Under Medicare guidelines, the Company is required to ensure that the following information is completed prior to a clinical encounter with any resident referred by a facility:

- A written order for any new consultation(s)/evaluation(s) from the Attending Physician of the facility has been obtained. Medicare will NOT cover any service or procedure that is performed on a resident of a nursing home unless the attending physician first evaluates the resident and authorizes the service or procedure. It is important that the clinician verify the existence of such an Order.
- A copy of the resident's most current face sheet has been sent to the Company office.
   While the facility may forward the face sheet along with their referral request, typically the Clinician also will fax the face sheet at the time of the initial encounter.
- Consent to Treatment has been obtained from the resident or responsible party.
   Generally, Consent to Treatment is obtained by the facility staff at admission or at the time of referral.

Normally, these items are confirmed by the Company administrative offices. However, it is the clinician's responsibility to ensure the information is or has been collected and the face sheet sent to our offices. Generally, the identified information can be pulled from the chart on the day of service or sent by the facility to our office on the day of service. If this information is not received, we will not credit this service to the clinician for payroll purposes until and unless the items are collected. As you might discern, your cooperation is critical. For example, if you were to schedule a follow-up evaluation the next week and we do not have any intake information, this name would not appear on any subsequent facility case schedules. These circumstances could possibly endanger the resident or open the facility to a potential survey cite for failing to conduct a prescribed visit. In addition, our system is designed to encourage compliance with stringent Medicare guidelines concerning patient referrals and other regulatory guidelines governing our business.

Based on the information included in the WRS EMR System, you will be able to determine if a face sheet was sent. For example, if insurance information is not detailed in the resident profile within WRS, then you could assume a face sheet has not yet been obtained.

#### E. Interoffice Memorandums, Emails and Texts

Interoffice memorandums and emails are used to inform everyone about new policies, changes in procedures, educational offerings and special events. Information of general interest is forwarded regularly through e-mail or fax. Please regularly read these memos or view any emails or education pieces – please acknowledge receipt by "reply email or text" (as the case may be) so the sender knows you have received and reviewed the email and related information.

Only authorized personnel are permitted to forward or alter any interoffice memorandum and the like. If you wish to have information distributed through an interoffice memorandum, please notify our Director of Operations or your supervisor for approval and instructions.

Emails should only be transmitted to and through the Company email system or to other HIPPA compliant email addresses. Texts are another valuable means of communication – however, please do not forward resident personal health information through texts as they are not HIPPA compliant. Again, please acknowledge receipt of all emails and texts directed to you so the sender knows they were received

## F. Company Meetings

The Company will occasionally conduct company-wide and departmental meetings to keep all employees and departments appraised of the business, clinical activities and goals of the Company. On occasion, we may request that you attend a company-sponsored meeting. Moreover, smaller staff meetings (5 or less participants) may be conducted by video conferencing technology. Clinicians will be expected to participate in these meetings as well.

## G. Dress Code/Personal Appearance

The Company requires and expects employees to dress in appropriate or required business casual attire at all times. Employees are expected to wear clean clothes each workday. Employees should only use cosmetics, colognes and perfumes in moderation. No strong odors or excessive makeup are permitted.

Hair should be kept clean and neatly styled. Facial hair shall be neatly trimmed as well. Please refrain from wearing any facial jewelry such as nose rings or lip piercings. In addition, cell phones and pagers should be set to vibrate during work hours. Sunglasses are not to be worn indoors, unless medically necessary. Hats are not permitted during work hours.

## H. Entry After Hours

You are not allowed to enter Company premises after your normal working hours for any reason without the express approval of your supervisor. You are not allowed to enter facility premises after normal working hours for any reason without the express approval of facility management.

#### I. Excessive Absenteeism or Lateness

In general, a consistent pattern of absence, tardiness or leaving early is detrimental to the Company. Excessive absenteeism, lateness or leaving early will not be tolerated.

#### J. Exit Interviews

In instances where an employee voluntarily leaves employment, the Company will request that the separating employee grant us the privilege of an exit interview. During the exit interview, you can express yourself freely with regard to such things as how we can improve our services. All information will be kept strictly confidential and will in no way affect any reference information that the Company will provide to any future prospective employers.

## K. Expense Reimbursement or Requests for Administrative Time

You must have the authorization of the CEO or Director of Operations in writing for any compensated Administrative Time or prior to incurring an expense on behalf of the Company. Administrative time shall not be reimbursable without such prior approval. Further, to be reimbursed for all authorized expenses, you must submit an approved expense report that is accompanied by receipts. Expense reports must be submitted monthly and you will be reimbursed within thirty (30) days after approval of a completed expense report.

It should be noted that travel or car allowances, if any, are intended to compensate a clinician or senior management personnel for all travel expenses (such as gas, tolls, parking, etc.).

## L. First Aid

Generally, Federal law ("OSHA") requires that we keep records of illnesses and accidents that occur during the workday. State law also requires that you report any illness or injury on the job, no matter how slight. If you hurt yourself or become ill, please contact your supervisor immediately for assistance. If you fail to report an injury, you may jeopardize your right to collect workers' compensation payments as well as health benefits. All work related injuries must be reported the same work day that the injury occurs. OSHA also provides for your right to know about any health hazards that might be present on the job. Should you have any questions regarding work place safety, you may contact your immediate supervisor.

#### M. Gifts

Advance approval from senior management is required before an employee may accept or solicit a gift or other benefit of any kind from a customer, supplier, or vendor representative. To the extent not prohibited by "Facility" policy, employees are only permitted to give gifts to customers or suppliers of certain promotional "premiums" (t-shirts, coffee mugs, pens, key chains, etc.) imprinted with the Company logo or sales information.

## N. Inspection of Packages

The Company reserves the right to inspect all packages or closed containers brought into or taken out of the Company premises.

## O. Open Door Policy & Counseling

Employees are encouraged to address any work related issues with their supervisor directly. However, if the problem or complaint is of a personal nature, or a delicate matter, you may request a meeting with a member of Senior Management (such as the CEO or Director of Operations).

#### P. Outside Activities

No employee may take an outside job, either for pay or as a donation of his or her personal time, with a customer or competitor of Company, without written consent of the Company. Employees are further prohibited from doing work on their own if it competes in any way with our business or the provision of our services. Further, if you are classified as a Full Time Employee, then you must obtain written consent of the Company CEO or Director of Operations prior to taking or accepting a job outside of the Company.

#### Q. Personal Phone Calls

Employees are required to keep personal phone calls/texts/emails to a minimum. The Company encourages employees to use the office or facility phone and other systems for business purposes only – excessive personal usage will not be tolerated.

## R. Property & Equipment Care

It is your responsibility to understand the equipment you need to use in order to perform your job duties. The Company requires and expects that you will use appropriate care with any equipment used during the course of your employment. If you find that any equipment is not working properly or in any way appears unsafe, please notify your supervisor immediately so that repairs or adjustments may be made.

## S. Return of Company Property

Any Company property issued to you, such as computers, IPADS, keys, etc., must be returned to the Company at the time of your separation, or when otherwise requested by your supervisor.

## T. Safety Rules

Work place safety is to be given primary importance in every aspect of planning and performing all Company activities.

Please report all injuries (no matter how slight) to your supervisor immediately, as well as anything that needs repair or is a safety hazard. Below are some general safety rules. Your supervisor may post other safety procedures in your specific work area:

- Avoid overloading electrical outlets with too many appliances or machines.
- Use flammable items, such as cleaning fluids, with caution.
- Report to your supervisor if you or a co-worker becomes ill or is injured.
- Ask for assistance when lifting heavy objects or moving heavy furniture.
- Keep cabinet doors and file and desk drawers closed when not in use.
- Avoid "horseplay" or practical jokes.

All employees must observe not only these rules, but also generally accepted safety practices and procedures. The Company will not tolerate a failure to do so.

## **U.** Security

Maintaining the security of Company offices and vehicles is every employee's responsibility. In furtherance of this policy, every employee should know the location of all alarms and fire extinguishers, and how to use them, if necessary.

## V. Smoking

To encourage a healthy working environment, the Company enforces a "No Smoking" policy for its building, premises and vehicles. This policy encourages all employees to choose a healthful, non-smoking way of life. Staff will encourage and cause individuals served to abide by the non-smoking policy.

## W. Suggestions

We encourage all employees to bring forward their suggestions and good ideas about how our Company can be made a better place to work, our products improved, and our service to customers enhanced. When you see an opportunity for improvement, please share the idea with the Senior Management and your suggestions will be reviewed and discussed with you, by your supervisor or a member of the Senior Management Team. All suggestions are valued and will be considered. Further, when a suggestion from an employee has particular merit, we provide for special recognition of the individual(s) who had the idea.

#### X. Termination

The Company hopes and expects that an employee will give at least thirty (30) days notice in the event you intend to leave our employ. Failure to do so will result in the loss of any earned but unpaid ETO.

#### Y. Traffic Violations

If you are authorized to operate a Company vehicle in the course of your assigned work, or if you operate your own vehicle in performing your job, you will be considered completely responsible for any accidents, fines, or traffic violations incurred. Your supervisor will advise you on how and what to report in the event of a vehicular accident.

## Z. Unauthorized Use of Computers

Users of Company email, Internet and computer systems may make incidental but very limited use of these systems to send personal messages or visit websites. In addition, employees shall have no expectation of privacy with respect to any information on the computer systems, including email. It is the Company's suggestion that highly sensitive and/or confidential information should not be transmitted via the Company's computer systems. Excessive personal use of the computer and/or its systems during normal work hours will not be tolerated.

#### AA. Violations of Policies

Every employee is expected to abide by the policies in this Employee Manual, and failure to do so will not be tolerated.