



EMPLOYEE HANDBOOK

HomeNurse, Inc.

EMPLOYEE HANDBOOK **TABLE OF CONTENTS**

1.0 INTRODUCTION

2.0 EMPLOYMENT

- 2.01 At-Will Employment
- 2.02 Temporary Employees

3.0 EMPLOYMENT POLICIES

- 3.01 Open Door Grievance Policy
- 3.02 Equal Employment Opportunity Policy
- 3.03 Americans With Disabilities Act (ADA)
- 3.04 Immigration Law Compliance
- 3.05 Outside Activities
- 3.06 Consensual Relationships
- 3.07 Arbitration Agreement
- 3.08 Employment of Minors
- 3.09 Employment of Relatives

4.0 YOUR EMPLOYMENT

- 4.01 Work Hours
- 4.02 Introductory Period
- 4.03 Personal Data
- 4.04 Re-Employment Policy

5.0 COMPENSATION

- 5.01 Timesheets
- 5.02 Payment Errors
- 5.03 Wage Garnishments
- 5.04 Pay Advances
- 5.05 Gifts, Gratuities and Tips

6.0 COMPLAINT MECHANISM FOR WAGE AND HOUR ISSUES

7.0 BENEFITS

- 7.01 Unemployment Compensation Benefits
- 7.02 Workers' Compensation
- 7.03 Other Benefits

8.0 EMPLOYEE CONDUCT AND OBLIGATIONS

- 8.01 Anti-Discrimination and Anti-Harassment Policy
- 8.02 Race/Color Harassment

- 8.03 Disability Harassment
- 8.04 National Origin/Citizenship Harassment
- 8.05 Age Harassment
- 8.06 Religious Harassment
- 8.07 Gender/Pregnancy Harassment
- 8.08 Sexual Harassment
- 8.09 Reporting of Incidents
- 8.10 Anti-Retaliation Policy
- 8.11 Drug and Alcohol-Free Workplace Policy
 - a. Testing
 - 1. Random Testing
 - 2. Periodic Testing
 - 3. Reasonable Suspicion
 - 4. Post-Offer, Pre-Employment Testing
 - 5. Post-Accident or Work-Related Injury
 - 6. Return-to-Duty/Follow-Up Testing
 - b. Prohibited Conduct
- 8.12 Workplace Violence Prevention Policy
- 8.13 Health and Safety Policy
- 8.14 Smoking Policy
- 8.15 Automobile Policy

9.0 STANDARDS OF CONDUCT

- 9.01 Conflict of Interest
- 9.02 Confidentiality
- 9.03 Company Property
- 9.04 Computer Usage
- 9.05 E-Mail, Voice-Mail and Internet Usage
 - a. Expectation of Privacy
 - b. Guidelines for Use of the Company's E-mail, Voice-Mail, and Internet Services
 - c. Acknowledgement and Consent
- 9.06 Telephone Usage
- 9.07 Cell Phone Usage
- 9.08 Solicitation/Distribution

10.0 APPEARANCE AND DRESS

- 10.01 Personal Appearance
- 10.02 Dress Code

11.0 WORKPLACE RULES OF CONDUCT

12.0 ABSENCES FROM WORK

- 12.01 Holidays
- 12.02 Family and Medical Leave
 - a. Child/Family Care Leave

- b. Leave for Employee's Serious Health Condition
 - c. Leave Entitlement
 - d. Reinstatement Rights
 - e. Other Employment While on Leave
- 12.03 Absences and Tardiness
 - 12.04 Jury Duty
 - 12.05 Personal Leave of Absence
 - 12.06 Military Leave
 - 12.07 Voting Leave

13.0 CHANGES IN PERSONAL DATA

14.0 REPORTING ARRESTS

15.0 EMPLOYMENT ACTION

- 15.01 Performance Review and Rating
- 15.02 Disciplinary Action
- 15.03 Resignation
- 15.04 References
- 15.05 Security Inspections

APPENDIX

NOTICE

NO EMPLOYEE HANDBOOK CAN ANTICIPATE EVERY CIRCUMSTANCE OR QUESTION INVOLVING POLICIES. CONSEQUENTLY, THE NEED MAY ARISE TO REVISE THE HANDBOOK. THEREFORE, HOMENURSE, INC. EXPRESSLY RESERVES THE RIGHT TO INTERPRET, REVISE, SUPPLEMENT, OR ELIMINATE ANY POLICIES OR PORTIONS OF THE HANDBOOK FROM TIME TO TIME AS WE DEEM APPROPRIATE WITH OR WITHOUT NOTICE, IN ITS SOLE DISCRETION, WITHOUT HAVING TO GIVE CAUSE OR JUSTIFICATION TO ANY EMPLOYEE. THE PROVISIONS CONTAINED IN THIS HANDBOOK SUPERSEDE ALL EXISTING POLICIES AND PRACTICES AND MAY NOT BE AMENDED OR ADDED TO EXCEPT BY AN EXPRESS REVISION.

AS YOU REVIEW THE POLICIES SET FORTH IN THIS HANDBOOK, KEEP IN MIND THAT, EXCEPT FOR THE ARBITRATION AGREEMENT AND THE RESTRICTIVE COVENANT AGREEMENT, THE POLICIES ARE NOT INTENDED TO CREATE A CONTRACT, NOR ARE THEY TO BE CONSTRUED AS A CONTRACTUAL OBLIGATION OF ANY KIND OR AS A CONTRACT OF EMPLOYMENT BETWEEN HOMENURSE, INC. AND ITS EMPLOYEES. YOUR EMPLOYMENT WITH HOMENURSE, INC. IS AT-WILL, AND IT MAY BE TERMINATED AT ANY TIME BY YOU OR BY HOMENURSE, INC.

FAILURE TO COMPLY WITH EMPLOYEE HANDBOOK AND IT'S POLICIES MAY AFFECT ANY UNEMPLOYMENT CLAIM(S) TO INCLUDE DENIAL OF RELATED BENEFITS, IF ANY.

1.0 INTRODUCTION

Welcome to HomeNurse, Inc. (the “Company”). We are happy to present to you a copy of the Company’s Employee Handbook for field employees. This Handbook has been designed to help you know your Company better. Whether you have been with us for a short time, or for a number of years, we want you to know how much we appreciate the contribution you are making to the continued success of HomeNurse, Inc.

As an employee of HomeNurse, Inc., you will want to know what you can expect from us and what we expect from you. This Handbook will give you that information by outlining our Company’s current practice and policies. You should keep this Handbook handy as a guide and ready reference throughout your employment here. If you have any questions as you read through this Handbook, please do not hesitate to discuss them with your Staffing Coordinator (direct supervisor), who will be happy to assist you.

In our roles as ambassadors for the HomeNurse family, we have a responsibility which goes far beyond our basic job description. You are an important representative of HomeNurse, both on the job and in your community. We encourage you to take your role as an ambassador seriously and to demonstrate and share HomeNurse’s philosophy about keeping clients safe, healthy, and happy at every opportunity. We hope that you’ll help spread the message that HomeNurse is a wonderful place for people to work and a valuable resource for the community.

We can best care for clients when each HomeNurse employee incorporates our Company values into his or her overall work behavior as we deal with today’s changing health care climate. We think you will find these shared values help make working here even more exciting, fulfilling, and rewarding.

The various employee benefits which are available to Company employees are more accurately and fully described in our benefits packages. If there are any differences between this Handbook and the benefits packages, the provisions of the benefits packages prevail.

Please read this Handbook carefully, complete and return the following to the Staffing Coordinator/Supervisor within five (5) business days after you receive this Handbook or during orientation, whichever is earliest:

- **Employee Acknowledgement of Handbook Form;**
- **Acknowledgement of Anti-Discrimination and Anti-Harassment Policy;**
- **Acknowledgement of Receipt of Anti-Retaliation Policy;**
- **Consent To Monitoring of Telephone, Voice-Mail, E-Mail, Internet or Other Electronic Communications;**

- **Drug and Alcohol-Free Workplace Policy and Security Inspections Policy Consent To Search;**
- **Binding Arbitration Agreement;**
- **Job Description; and**
- **Restrictive Covenant Agreement.**

Additionally, at the time of employment, you must complete the following documents:

Application - state law dictates that we have a completed-in-full application on all new applicants, which includes a five-year work history or beginning-to-present work history if applicant has not been employed 5 years. The application must be signed and dated by the employee and maintained in the employee's personnel file.

Verification of Employment Eligibility - The Federal Immigration Reform and Control Act of 1986 requires employers to verify the legal working status of all employees hired on or after November 7, 1986. The Act makes it unlawful to hire anyone who is not either a citizen or an alien who has the legal right to be employed in the United States. All new employees will be required to complete an I-9 form and provide two forms of identification as required by federal law.

Tax Forms - According to state and federal laws, HomeNurse MUST have a completed and signed W-4 and G-4 form from all employees before the Company is allowed to issue a payroll check.

Direct Deposit Application - Please complete the direct deposit application indicating whether you want direct deposit or an access card and sign and date at the bottom of the form. You must send a VOIDED CHECK with your application if you choose direct deposit. We cannot process your direct deposit without it. The Company encourages all employees to opt for direct deposit or access cards as the Company does not assume responsibility for payroll checks that are sent out via the U.S. Postal Service and are delayed or lost in the mail.

Verification of Current TB Test - To be employed by HomeNurse, you must have satisfactory documentation of TB screening test upon employment and annually thereafter. This is a State requirement for all home services personal support assistants and all other field staff.

Verification of CPR Training - You are required to be CPR trained to work for HomeNurse.

- **Ethics Agreement** – You are required to comply with the Company’s ethics policy and agreement.
- **Health Insurance Portability and Accountability Act (HIPAA)** – You are required to comply with the Company’s HIPAA policy and agreement.

2.0 EMPLOYMENT

2.01 At-Will Employment

Employment at the Company is employment at-will. Employment at-will means that the employment relationship may be terminated at the will of either the employer or the employee. Employment may be terminated with or without cause and with or without notice by the employee or the Company. Terms and conditions of employment with the Company may be modified at the sole discretion of the Company with or without cause and with or without notice. Other than the Company President, no one has the authority to make any agreement for employment other than for employment at-will, or to make any agreement limiting the Company’s discretion to modify terms and conditions of employment. Only the Company President has the authority to make any such agreement and then, only in writing. No implied contract concerning any employment-related decision, or term or condition of employment can be established by any other statement, conduct, policy or practice. Any oral or written statement (except those in writing, signed by the Company President and identified as an “Employment Agreement”) by anyone to the contrary is invalid and should not be relied upon by any prospective or existing employee.

2.02 Temporary Employees

All field employees are “Temporary Employees.” Temporary employees are employees who do not make a commitment to work a regular schedule on an ongoing basis, but are free to accept or reject assignments, at such times and for such lengths of time as the employee may choose. A Temporary Employee is obligated only to complete a particular assignment once an assignment is accepted, but has no obligation to accept further assignments. All employees, including Temporary Employees, are employees at-will, and may be terminated by HomeNurse at any time, with or without cause.

3.0 EMPLOYMENT POLICIES

3.01 Open-Door Grievance Policy

The Company maintains an open-door policy which permits an employee to discuss problems, concerns, or grievances with the Human Resources Manager or the Company President. If an employee has a problem that relates to his or her job, and particularly if the problem is in the nature of a complaint, the employee is strongly urged to contact the Human Resources Manager or the Company President immediately.

The employee also must submit a written summary of the problem so that the Company will have complete and properly documented information.

The employee may be assured that his or her personal concerns can be voiced without fear of reprisal. However, it is not proper for an employee to complain in bad faith or solely for the purpose of delay or harassment.

3.02 Equal Employment Opportunity Policy

The Company is committed to the principle of equal employment opportunity. It is our policy to recruit, hire, train, promote, and compensate individuals, and to administer any and all personnel actions, in accordance with applicable laws, without regard to race, color, age, religion, sex, gender (including pregnancy and childbirth, or related medical conditions), national origin, ancestry, mental or physical disability, handicap, military or veteran status, or any other manner prohibited by federal and applicable state and local laws.

The Company believes that all employees have the right to work in an environment that is free of unlawful discrimination or harassment. This policy of non-discrimination covers all matters affecting employees and applicants for employment and all aspects of their employment relationship, including recruiting, hiring, promotion, salary or other compensation, benefits, transfers, discipline, layoffs, termination and training. The Company will not tolerate any unlawful discrimination and any such conduct is prohibited. The Company will make reasonable accommodations for qualified individuals with disabilities, unless doing so would result in an undue hardship to the Company or present other significant operational problems.

The Company also prohibits any harassment based on the legally protected categories set forth above. Harassment is verbal or physical conduct that degrades or shows hostility towards an individual because of these protected attributes, and that (1) has the purpose or effect of creating an intimidating, hostile, or offensive working environment as defined by law; (2) has the purpose or result of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities. For more information see the "Anti-Discrimination and Harassment" policy below in Section 8.1 through 8.10.

All employees, regardless of position or title, will be subject to severe discipline, up to and including termination, should the Company determine that an employee is engaged in unlawful discrimination or harassment.

Any employee who feels that this policy is not being observed is encouraged to immediately contact the Human Resources Manager or Company President. All reports will be treated as confidential to the extent practicable. No one will be subject to any form of discipline or retaliation for reporting incidents of unlawful discrimination or harassment or pursuing any such claim.

The Company will promptly and thoroughly investigate the facts and circumstances of any reported incident.

3.03 Americans With Disabilities Act (ADA)

The Company is committed to complying fully with the Americans with Disabilities Act ("ADA") and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis. All

employment decisions are made in accordance with defined criteria, not the disability of the individual. The Company is also committed to not discriminating against any qualified employee or applicant because he or she is related to or associated with a person with a disability. Reasonable accommodation is available to all qualified disabled employees, unless to do so would result in an undue hardship or present significant operational problems for the Company.

This policy is neither exhaustive nor exclusive. The Company is committed to taking other actions necessary to ensure equal employment opportunities for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

3.04 Immigration Law Compliance

The Company is committed to employing only United States citizens and immigrants who are authorized to work in the United States. We do not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the Company within the past year, or if their previous I-9 is no longer retained or valid.

In order to ensure the Company is in compliance with this law, we have mandatory procedures and recordkeeping methods we must follow. Company Administration has been issued forms on which employees are to verify their employment eligibility. Copies of the following forms must be retained in our personnel files and will attest that employees have provided the required document(s):

- I. U.S. Passport, Certification of U.S. Citizenship, Certificate of Naturalization, unexpired Foreign Passport authorizing U.S. employment, or an Alien Registration Card which contains a photograph and is evidence that the employment is authorized in the United States.
- II. (Must also have one item from III) Social Security Card, Birth Certificate, or other documents listed in the regulations.
- III. (Must also have one item from II) Driver's License or State ID card if it has a photo and sufficient personal data as required by the regulations, and other types of identification for children under 16 as the Attorney General sees appropriate.

According to the Employment Eligibility Verification (I-9 Form), the employees need to provide copies of Item I or Item II and Item III. Therefore, the employees do not need to have all three items.

Employees with questions or those seeking more information on immigration law issues are encouraged to contact the Payroll Department. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

3.05 Outside Activities

The activities of any employee, whether on or off the job, which, in the judgment of the Company, may interfere with an employee's proper performance or attendance on the job, will not be tolerated. Within the limits prescribed by federal and state law, such activities may subject an employee to the Company's disciplinary procedures, up to and including immediate termination of employment.

Certain activities which obviously are not proper for employees include, but are not limited to: (1) the use of the Company's time, facilities, or equipment to engage in another business or occupation; and (2) participating in any outside activity which results in lost time from work, causes distractions from work or unsatisfactory work performance, or creates an appearance of a conflict with the best interest of the Company.

3.06 Consensual Relationships

Consensual romantic and/or sexual relationships between an employee with supervisory authority and any subordinate, including one not directly under the supervisor, will compromise the Company's ability to enforce its policy against sexual harassment. Consequently, if such relationships arise, the Company will consider them carefully, and appropriate action will be taken. Such action may include a change in the responsibilities of the individuals involved in such relationships or transfer of location within the Company to diminish or eliminate the supervisory relationship and workplace contact that may exist. Any supervisory employee involved in such a relationship is required to report the relationship to his or her supervisor.

3.07 Arbitration Agreement

Each employee is required to sign and date the form entitled, "**Binding Arbitration Agreement**," after receiving and reviewing the Company's policy located on this form. By signing this form, the employee acknowledges that he/she has read, understood, and agrees to be bound by this policy.

3.08 Employment of Minors

As a general rule, regular employees of the Company must be eighteen (21) years of age or older.

3.09 Employment of Relatives

The Company permits the employment of an employee's relatives subject to certain conditions. No employee may directly or indirectly supervise, or be supervised by a member of his or her immediate family. For purposes of this policy, "immediate family" is defined as spouse, children, siblings, parents, grandparents, grandchildren, sons-in-law, daughters-in-law, stepparents, stepchildren, legal guardians, parents-in-law, brothers-in-law, sisters-in-law, and grandparents-in-law. Also included are domestic partners and members of the same household. Any exception to this policy must be approved by the Company President. In the event that marriage of employees places them in violation of this policy, they will be given the opportunity

to decide between themselves which of them is to request a transfer or resign. The Company will consider such a transfer request, but cannot guarantee placement somewhere else.

4.0 YOUR EMPLOYMENT

4.01 Work Hours

Employees will be assigned to work with various clients. Work hours begin at the time an employee arrives at the client's home. When an employee has completed his or her duties for one client, that employee is off-duty and is free to pursue his or her own interests and activities until the start time for the next scheduled client visit. Employees must contact their supervisor immediately and provide at least a four (4) hour notice to their supervisor if they are unable to perform and complete any client assignment(s). Employees are to use designated after hours telephone numbers if the office is closed then contact their supervisor when the office opens.

4.02 Introductory Period

For every new or re-hired employees, the first thirty (30) days of employment is a trial period for both you and the Company. This introductory period is intended to give you the opportunity to demonstrate your ability to achieve a satisfactory level of performance and to determine whether the new position meets your expectations. The Company uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or the Company may end the employment relationship at-will at any time during or after the introductory period, with or without cause or notice.

If the Company determines that the designated Introductory Period does not allow sufficient time to thoroughly evaluate the employee's performance, the Introductory Period may be extended for a specified period. Satisfactory completion of the introductory period does not affect in any way the "employment at-will" status of the employee. That is, the employee or the Company may still end the employment relationship at any time with or without cause or advance notice.

Your staffing coordinator (supervisor) or other Company representative will conduct your orientation, and your supervisor will be available to answer any questions that you have during or following your orientation. Simply call the office and enter your supervisor's extension number to route your call directly to his/her desk.

4.03 Personal Data

It is the responsibility of each employee to notify Human Resources/Payroll Department of any changes to personal data. It is important that personal data such as your address, telephone number, emergency contact, marital status, number of dependents, life insurance beneficiary, and tax withholding information be kept accurate and up to date. Report any changes to Human Resources /Payroll Department as soon as possible.

4.04 Re-Employment Policy

Employees who voluntarily quit in good standing will be considered for re-employment based on their past performance and attendance. Employees discharged for performance problems or misconduct or who quit without notice may not be eligible for rehire.

5.0 COMPENSATION

5.01 Timesheets

Timesheets must be completed by employees on a daily basis for each and every day you perform work for the Company. Because many of the Company's clients' services are paid for by Medicaid, an employee's timesheets are often submitted to the government for reimbursement. Accordingly, it is vital that employees' time sheets are accurate. Each employee must sign and initial and verify the accuracy of every timesheet. If an employee's timesheet is not accurate, the employee could be committing fraud to the government. There are significant criminal penalties under federal and state law for committing fraud. Accordingly, it is the employee's responsibility to provide accurate records of all hours worked. Any falsification or tampering with timesheets is considered grounds for disciplinary action, up to and including termination. Approval of time over an employee's regularly scheduled time must be made in advance through an employee's supervisor at HomeNurse and must be coordinated and approved by the client's care manager. If a situation arises that necessitates transportation of the client, you must have pre-written approval office management.

The following rules **MUST** be followed regarding timesheets. When you start a new workweek, make sure to use that week's timesheets. The date should be printed at the top of the timesheet along with the client's name.

- 1) Take your timesheets with you into the client's home when you do your scheduled visits.
- 2) **DO NOT** fill our your timesheets ahead of time, as you cannot predict when a client will go into the hospital, refuse services, or not be home for any reason. If you submit time in which services were not actually given, you can be charged with Medicaid Fraud.
- 3) Have your timesheet initialed by the client and yourself DAILY. You must write the time in and out **BEFORE** the client initials beside the time in and out.
- 4) If you are scheduled to service a client for 2 hours, you **MUST** stay your full 2 hours. If, for any reason, you must leave the client's home before your scheduled time is over, you **MUST** call the office IMMEDIATELY and notify your supervisor as to why you could not stay your full amount of time scheduled.
- 5) If the client is receiving XPSS, you **MUST** stay a minimum of 3 hours. If, for any reason, you are unable to stay your full amount of time scheduled, you must notify your supervisor immediately.
- 6) No corrections can be made on a timesheet. If you make a mistake, a new timesheet has to be created and the client must initial off and sign the new one. **DO NOT** use whiteout on a timesheet or any type of colored marker. All documentation on timesheets, including signatures, must be done in blue or black ink. **DO NOT** use a pencil.

- 7) After your last visit for the week, the client **MUST** sign the timesheet verifying your work for the week. The client must not sign the timesheet before all the services for the week have been rendered. Your client has the right to refuse to sign your timesheet if they feel that anything on the timesheet is falsified. Visits cannot be made if the client is not at home, even if a family member is in the home and says it is OK to provide services. The client cannot be serviced if the client is not at home. The visit must be rescheduled for another day.
- 8) **NEVER** sign for the client. It is against the law for an employee to sign a client's name to the timesheet. If clients cannot sign for themselves, let them make their mark on the timesheet. If the client cannot make their mark, a family member (or caregiver designated by the family) must sign the timesheet. Client and family member signatures are kept on file at the office. If you sign a client's name, you can be charged with forgery or Medicaid Fraud.
- 9) If you miss a visit for any reason, it must be noted on your timesheet. Do not leave blank spaces.
- 10) You **MUST** send in your timesheets at the end of your workweek. Holding on to your timesheets and sending in two weeks at a time is unacceptable, as this will slow the processing of payroll. Employees who do not submit timesheets on a timely basis, as outlined in this policy, will be subject to discipline up to, and including, termination.
- 11) **EXAMPLES** of timesheets have been enclosed with this packet of information. If you have any questions, feel free to contact your supervisor. We will be happy to instruct you on how to fill out your timesheets correctly.
- 12) Timesheets are due by 12:00 Noon on Mondays to Payroll. Please fax. Fax Numbers: Toll Free- 866-206-8773, Local: 678-884-1466, 678-884-1467. You can access timesheets at <https://www.homenurse.net/psa/login.asp> or hit PSA login at www.homenurse.net.

5.02 Payment Errors

If the employee believes an error has been made on his or her paycheck, he/she should contact their Supervisor. If the employee's paycheck is short because he/she was not paid for regular or overtime hours, a holiday, vacation, or bereavement pay, corrections will be made and an adjustment will be issued promptly. If a shortage is due to employee error, the amount underpaid will be included in the next regular paycheck, if possible, after the employee notifies Payroll and Staffing Coordinator.

If the employee receives more money in his or her paycheck by mistake, the next paycheck will be adjusted to pay back the amount in error.

5.03 Wage Garnishments

Garnishment of wages results when an unpaid creditor has taken the matter to court. A garnishment is legal permission for creditors to collect part of an employee's pay directly from the Company. Although the Company does not wish to become involved in an employee's private matters, the Company may be legally compelled to garnish an employee's wages to administer a court order.

5.04 Pay Advances

Employees are NOT permitted to draw on salary in advance of regular payday and NO personal loans will be given. NO EXCEPTIONS!

5.05 Gifts, Gratuities, and Tips

Personal gifts, gratuities, or tips from the client or the client's family members are to be politely declined. Any employee of HomeNurse must not accept gifts or gratuities, such as meals, personal items, or money. Also, it is strictly against HomeNurse policy to borrow money, household items, or personal items from the client or the client's family members. Furthermore, it is strictly prohibited to have a client or client's family member(s) place any of their personal finances or property to include but not limited to homes, checking or savings accounts, life insurance policies, any financial account, auto and property titles in your name or an affiliate associated with you or your name. To do so could result in disciplinary action, up to and including termination of employment.

6.0 COMPLAINT MECHANISM FOR WAGE AND HOUR ISSUES

The Company prohibits improper deductions being made from the salaries of exempt or salaried non-exempt employees. It is further the policy of the Company to pay all of its employees in accordance with applicable federal and state wage and hour laws. If an employee believes the Company has made inappropriate deductions from his or her salary, or that the Company has otherwise acted in violation of federal or state wage and hour laws, he or she should contact the Human Resources Manager. The Company will promptly investigate any such complaint and reimburse the employee for any mistakes or improper deductions by the Company. The Company will exercise good faith to ensure compliance with all federal and state wage laws. The Company strictly prohibits any retaliation against employees based upon reporting of wage and hour related issues.

7.0 BENEFITS

7.01 Unemployment Compensation Benefits

Unemployment Compensation benefits is a government-operated system of insurance and is intended to protect employees against the complete loss of income during temporary periods of unemployment by providing a weekly cash benefit to eligible employees who are not otherwise disqualified from receiving all or a portion of the benefits. The eligibility requirements and a list of reasons for disqualification are set out in the applicable law. Failure to comply with any

policies in this Employee Handbook may result in the denial of unemployment compensation benefits.

7.02 Workers' Compensation

The Company provides a comprehensive Workers' Compensation insurance program at no cost to employees. Employees are covered by Workers' Compensation for injuries that are sustained on the job or a job-related illness according to the laws of the State. If any such injury occurs, no matter how small, prompt reporting to the employee's supervisor is required in order for the employee to qualify for Workers' Compensation insurance coverage. The employee must provide his or her supervisor with as many details as possible about how, when and where the accident happened and if there were any witnesses.

In the event of an on-the-job injury or accident, even if the employee considers it insignificant, the employee must also immediately report the injury to Human Resources and/or the employee's supervisor. If an on-the-job injury or accident occurs during non-business hours, the employee shall contact Human Resources and/or the employee's supervisor as soon as possible.

Failure to follow these procedures may result in disciplinary action and/or denial of the employee's Workers' Compensation claim. Workers' Compensation benefits are not available for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity unless specifically covered by the Company policy.

Where medical care is required for on-the-job injuries, employees initially must go to one of the designated physicians from a list of physicians on file with our office. An employee may change to another physician on our panel of doctors one time, if you choose to do so, without our authorization. However, before changing physicians again, you must get our approval or approval from the State Board of Workers' Compensation. If an employee goes to a medical facility or physician not listed on the panel, the employee will be responsible for the costs associated with that visit and care. However, in an emergency, an employee may go directly to the closest medical facility but must notify Human Resources within three (3) working days that the employee received treatment from a medical facility or physician not on the panel. An employee who fails to notify Human Resources within three (3) working days will be subject to disciplinary action up to and including termination.

Employees returning to work after being absent due to an on-the-job injury must report to their supervisor prior to beginning work and must bring a physician's clearance for returning to duty. The employee should ask Human Resources what specific information must be included in each physician's clearance in order for the employee to return to duty.

In the State of Georgia, you can be given a blood test after an injury that occurs while on the job. If you test positive for illegal drugs, your Workers' Compensation benefits may be jeopardized.

Workers' Compensation fraud in the State of Georgia is illegal. The Georgia Insurance Department and our insurance carrier will investigate any fraudulent workers' compensation claim and pursue criminal and/or civil penalties against all parties, including the participating employee. If found guilty, the penalty can include one year in jail and a \$1,000 fine. You may

also be required to repay all monies paid to you by the insurance company. You must realize that this form of fraud is a serious crime.

7.03 Benefits

The Company may provide various other employee benefits to eligible employees. These benefits are more accurately and fully described in the benefits packages. If an employee has any questions regarding the benefits provided by the Company, the employee should contact Human Resources.

8.0 EMPLOYEE CONDUCT AND OBLIGATIONS

8.01 Anti-Discrimination and Anti-Harassment Policy

A fundamental policy of the Company is that the workplace is for work. Our goal is to provide a workplace free from tensions involving matters that do not relate to the Company's business. In particular, we are committed to maintaining a work environment that is free of discrimination and unlawful harassment, including, but not limited to, discrimination or harassment based upon race, color, religion, gender, pregnancy, childbirth or related medical condition, national origin, citizenship, age, sickle cell trait, or disability ("protected characteristics").

In keeping with this commitment, we will not tolerate discrimination or harassment of Company employees. Violation of this policy can lead to termination of employment, liability for the corporation, and civil and/or criminal liability for the employee as an individual. Discrimination or harassment of employees, vendors, visitors, clients, or applicants by other employees that demeans another person and undermines the integrity of the employment relationship is prohibited.

To promote a workplace free of harassment and to avoid the risk of creating harm to the reputation and resources of the Company, all employees should refrain from any workplace behavior or conduct which could be viewed as harassment.

Harassment consists of unwelcome conduct whether verbal, physical, or visual, that is based on a person's protected status, such as race, color, religion, gender, disability or in any manner prohibited by law. The Company will not tolerate harassing conduct that affects tangible job benefits, that interferes with work performance, or that creates an intimidating, hostile, or offensive working environment.

8.02 Race/Color Harassment

Race and color harassment is intimidating, ridiculing, denigrating, and insulting conduct toward individuals based upon their race or color which is sufficiently severe or pervasive to alter the conditions of the individual's employment and create an abusive work environment. The following is a list of examples which illustrates conduct that is prohibited in the workplace:

- Jokes, taunts, or comments which demean, offend, or degrade individuals based upon their race or color;

- Subjecting individuals to derogatory remarks about individual characteristics or physical characteristics associated with race or color;
- Subjecting individuals to racial or ethnic derogatory epithets, slurs, or negative stereotyping, denigrating or hostile language;
- Subjecting individuals to threats and intimidation based upon race or color;
- Subjecting individuals to shouting and public displays of contempt which humiliate them based upon race or color;
- Displaying or possessing derogatory, denigrating, stereotypical written material, objects, pictures, memorabilia, posters, cartoons, caricatures, nooses, hoods, flags, or symbols which are based upon race or color;
- Isolating, segregating, ostracizing or subjecting employees to less favorable working conditions based upon race or color;
- Accessing and transmitting communications on the Company's computers which promote prejudice based upon race or color; or
- Making statements and treating employees as if they are inferior based upon race or color.

8.03 Disability Harassment

Disability harassment occurs when individuals are subjected to repetitive contemptuous, degrading conduct based upon their disability or perceived disabling condition which is sufficiently severe or pervasive to alter the conditions of the individual's employment and create an abusive work environment. As with harassment based upon race and color, this conduct is evaluated based upon its severity and frequency. Examples of conduct prohibited by this policy include:

- Jokes, taunts, comments or teasing, which berate and insult individuals based upon perceived or actual disabilities or physical characteristics;
- Using derogatory, stereotypical, degrading or hostile language to describe individuals with a disability;
- Directing derogatory, negative, stereotypical, degrading or hostile language toward individuals based upon perceived or actual disabilities;
- Subjecting individuals to ridicule or humiliation in front of peers based upon actual or perceived disabilities;
- Isolating, ostracizing, separating, or segregating individuals from the workforce based upon actual or perceived disabilities;

- Mocking, mimicking, or imitating individuals with actual or perceived disabilities;
- Displaying or possessing offensive posters, pictures, graffiti, caricatures, cartoons, graphics, symbols, or other written material portraying individuals with disabilities in a negative light; or
- Transmitting or accessing Internet communications which promote bigotry or exclusionary practices based upon disabilities.

8.04 National Origin/Citizenship Harassment

National origin/citizenship (“ethnicity”) harassment is defined as continuous degradation, intimidation, and ridicule, based upon ethnicity or citizenship status which results in making the workplace a hostile environment and significantly affects the individual’s workplace experience. Examples of conduct constituting harassment which is prohibited are the following:

- Subjecting individuals to joking, taunting, teasing, degrading, insulting, and offensive comments based upon their ethnicity;
- Displaying pictures, posters, graffiti, or stereotypical cartoons, caricatures, objects, graphics or written material based upon ethnicity;
- Making offensive remarks regarding physical characteristics associated with ethnicity;
- Isolating, segregating, or ostracizing individuals based upon ethnicity;
- Directing threats and intimidation to individuals based upon ethnicity;
- Making derogatory, insulting, stereotypical comments or epithets about other individuals who are of the same ethnicity;
- Subjecting individuals to ridicule or humiliation in front of co-workers based upon ethnicity;
- Treating employees with disdain and disrespect based upon ethnicity;
- Making employment decisions or limiting opportunities based upon negative stereotypes attributed to individuals based upon ethnicity;
- Making statements such as those which direct individuals to “go back to your country” or to “get back on the boat;” or
- Making statements which suggest that the individuals are interlopers and do not belong in the workforce.

8.05 Age Harassment

Age harassment is persistent, offensive conduct which has the purpose of intimidating, demeaning, and disadvantaging employees in workplace opportunities and conditions based upon age and creating an abusive environment. The following are illustrative examples of conduct which is prohibited in the workplace:

- Joking, taunting, teasing, insulting or ridiculing employees based upon age and characteristics associated with age;
- Making stereotypical comments indicating that individuals are limited in abilities and performance because of age;
- Subjecting employees to embarrassing or shameful and offensive remarks in the presence of peers based upon age;
- Subjecting employees to threatening or intimidating behavior based upon age;
- Making employment decisions or assignments or reducing responsibilities or benefits based upon age;
- Devaluing employees' accomplishments or contributions based upon age;
- Suggesting that employees should go home or retire because of diminished capacity associated with age;
- Displaying or possessing derogatory, stereotypical objects, pictures, cartoons, graphics, posters, caricatures, graffiti, symbols or written material based upon age;
- Accessing or transmitting stereotypical or prejudicial ageist communications on Company computers; or
- Making inappropriate comments about illnesses or conditions associated with aging, such as Alzheimer's, dementia, menopause, or impotency.

8.06 Religious Harassment

Religious harassment is defined as continuous behavior which is significantly demeaning or degrading to create a hostile workplace environment which makes it unduly difficult and burdensome to enjoy the opportunities, privileges and benefits of employment. Examples of conduct which could constitute this harassment include:

- Joking, taunting, teasing, based upon the individual's religious practices;

- Subjecting individuals to derogatory, negative, stereotypical, epithets or slurs based upon the individual's religious practices or beliefs, or lack thereof;
- Subjecting individuals to threats and intimidating conduct based upon religious practices or failure to subscribe to religious practices;
- Forcing an employee to participate in religious practices or beliefs;
- Subjecting employees to shouting, berating, and public displays of disdain which humiliate them based upon their religious beliefs, or lack thereof;
- Ostracizing employees based upon their religious beliefs, or lack thereof;
- Making employment decisions or assignments based upon religious belief, or lack thereof;
- Displaying or possessing derogatory, denigrating, stereotypical, written material, objects, pictures, graffiti, memorabilia, posters, cartoons, caricatures, or symbols which are based upon religious prejudice; or
- Accessing and transmitting communications on Company computers which promote prejudice based upon religion.

8.07 Gender/Pregnancy Harassment

Gender/pregnancy harassment is harassment based upon gender, pregnancy, childbirth, or other related medical conditions and is defined as action and behavior which is insulting, demeaning and derisive, based upon the protected characteristic of gender or pregnancy which is so substantial that it impedes the individual's ability to function in the workplace and creates a hostile environment. Examples of prohibited conduct include:

- Joking, taunting, or teasing which ascribe certain characteristics or limitations to individuals based upon gender or pregnancy;
- Subjecting individuals to threatening, intimidating, berating remarks in the presence of co-workers based upon gender or pregnancy;
- Making employment decisions or assignments based upon stereotypes related to gender or pregnancy;
- Making demeaning, negative, offensive or stereotypical remarks about other people of the same gender or who are pregnant;
- Making inane comments such as "women should be kept barefoot and pregnant" or "we should not hire women because they leave once they get pregnant;"

- Displaying or possessing demeaning objects, pictures, memorabilia, posters, cartoons, caricatures, symbols or written material or graffiti related to gender or pregnancy;
- Exclusionary practices based on gender or pregnancy;
- Subjecting employees to threatening or intimidating conduct based upon gender or pregnancy;
- Use of vulgar, obscene language or jokes related to characteristics associated with gender or pregnancy; or
- Accessing or transmitting internet communications encouraging prejudice based upon gender or pregnancy.

8.08 Sexual Harassment

Sexual harassment is unique, relative to other harassment, in several respects. Traditionally, sexual harassment claims have been based on the premise that individuals with power over an employee's employment required sexual favors in return for job benefits. Sexual harassment may also exist where an employer tolerates an abusive work environment which alters the conditions of the employee's employment or interferes with job performance based upon sex. The following are examples of prohibited conduct in the workplace:

- Allowing unwelcome flirtations, engaging in sexual banter or sexual advances or propositioning, even if this conduct was initially welcomed or initiated by the objecting employee;
- Jokes, taunts, comments which demean, offend or degrade individuals or categories of individuals because of sex;
- Offensive, abusive, unwarranted or uninvited touching, hand holding, fondling, bodily contact, or any sexually motivated physical contact;
- Conversations and comments about sex including, but not limited to, an employee's own sexual activities and experiences and those of other employees;
- The implication or threat to an applicant, resident or employee that cooperation of a sexual nature (or refusal thereof) will have any effect on that individual's employment, assignment, compensation, advancement, career development or any other term or condition of employment;
- Making sexual innuendos in the workplace and/or using language which is sexually oriented, sexually explicit, sexually suggestive and/or obscene;

- Use of vulgar or obscene language or jokes, or otherwise making graphic, degrading, disparaging or demeaning comments or remarks about an individual or his/her appearance;
- Comments regarding another employee's body or anatomy;
- Blocking the movements of any other employee;
- Displaying or possessing sexually suggestive or obscene written materials, magazines, calendars, objects, pictures, memorabilia, posters, caricatures, cartoons, or symbols;
- Accessing pornographic or sexual sites on Company computers;
- Transmitting pornographic and sexual communications on Company computers;
- Making or threatening reprisals after a negative response to sexual advances; or
- Making sexual gestures.

The foregoing examples of prohibited conduct are intended to be illustrative and are not all-inclusive. The purpose of this policy is to prevent discriminatory conduct and to stop practices and behavior before the activity reaches the level of severity and pervasiveness sufficient to constitute harassment. Accordingly, an individual may be subject to disciplinary action, up to and including termination, for engaging in any single prohibited offense which, if undeterred, could result in harassment.

8.09 Reporting of Incidents

The Company will not tolerate unlawful discrimination or harassment. All reported incidents of discrimination or harassment will be investigated in a timely manner. To the extent practicable, our investigation will be confidential with due regard for the sensitive nature of such complaints.

Any employee who is the subject of discriminatory or harassing behavior should immediately report it to the Human Resources Manager or the Company President. The report should be made as soon after the incident as possible. At that time, the employee should also submit a written report so that the Company can have complete, properly documented information. Employees can be assured that no employee will suffer retribution or reprisal for raising concerns or reporting incidents of discrimination or harassment.

Likewise, any person not a victim of discrimination or harassment who becomes aware of possible discrimination or harassment should promptly contact the Human Resources Manager or the Company President so that all appropriate steps can be taken to promote an atmosphere free of discrimination and harassment.

If the results of the investigation show that an individual engaged in prohibited activity (ies), that person(s) will be subject to appropriate disciplinary action, up to and including immediate termination of employment, regardless of the individual's position with the Company.

8.10 Anti-Retaliation Policy

The Company is committed to providing a work environment in which employees may complain about alleged discrimination or other problems, including harassment, without fear of retaliation. The Company strictly prohibits discrimination against any employee because he or she has opposed any unlawful employment practices or because he or she has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding or hearing regarding such alleged practices.

Any employee experiencing retaliation should promptly report the matter to the Human Resources Manger or the Company President.

All reports of retaliation will be maintained in confidence to the extent practicable. The Company will promptly conduct a thorough and unbiased investigation of all reports.

Any employee, supervisor or manager who becomes aware of possible retaliation shall promptly advise the Human Resources Manger or the Company President. Anyone engaging in retaliation will be subject to disciplinary action, up to and including immediate termination of employment.

8.11 Drug and Alcohol-Free Workplace Policy

Pursuant to the Georgia Drug-Free Workplace Act, the Company has adopted a policy of maintaining a workforce free of drugs and alcohol. The Company therefore strictly prohibits the illicit use, possession, sale, consumption, purchase, conveyance, distribution, or manufacture of illegal drugs, intoxicants, or controlled substances in any amount on the Company premises. In addition, the Company strictly prohibits an employee from having alcohol or controlled substances without medical authorization in his or her system during the employee's work hours, on the premises or while on duty.

In accordance with the Federal Drug Free Workplace Act, employees must notify the Company of any criminal drug related charge, arrest or conviction no later than five (5) days after such charge, arrest or conviction. A conviction means a finding of guilt (including a plea of guilty or *nolo contendere*) or the imposition of a sentence by a judge or jury in any federal or state court. Failure to timely notify the Company of a charge, arrest or conviction will be cause for the employee to be subject to disciplinary action, up to and including immediate termination.

All employees are required to abide by the Company's Drug and Alcohol-Free Workplace Policy as a condition of further employment. All employees are required to sign the attached **Employee Acknowledgement of Handbook Form and Drug and Alcohol-Free Workplace Policy and Security Inspections Policy Consent to Search**. Any employee who violates the Company's Drug and Alcohol-Free Policy shall be subject to disciplinary action, up to and including immediate termination. Any applicant with a confirmed positive test result who has not provided an adequate explanation or has failed to test negative in a confirmed re-test of the same sample

will not be considered for employment with the Company. The Company will keep test results confidential to the extent required by law.

The Human Resources Department maintains a resource file of providers of employee assistance, including drug and alcohol abuse programs, mental health providers, and other persons, entities, or organizations available to assist employees with personal or behavioral problems.

a. Testing

All testing shall be conducted pursuant to applicable state and federal drug and alcohol testing regulations and testing procedures.

Employees will be subject to the following drug and/or alcohol testing programs in accordance with applicable state and federal drug and alcohol testing regulations and testing procedure: (1) random testing; (2) periodic testing; (3) reasonable suspicion; (4) post-offer, pre-employment testing; (5) post-accident or work-related injury; and (6) return-to-duty/follow-up testing. The Company will notify, in writing, any employee or applicant within five (5) work days after receipt of a positive confirmed test and the consequences of such results.

Applicants or employees with a confirmed positive test result may, at their option and expense, have a second confirmation test made on the same specimen. Applicants and employees will not be permitted to submit another specimen for testing. Applicants and employees must notify the Human Resources Manager within five (5) work days after receiving written notification of the confirmed positive test result that they request a second confirmation test performed at their expense and/or the applicant or employee may contest or explain in writing the confirmed positive test result. On written request, any employee whose specimen tests positive may request, within seven (7) work days, access to his or her records relating to the results of any relevant certification, review, or suspension/revocation of certification proceedings against the testing laboratory.

The following briefly explains some of the testing programs, as well as describes the employees to whom each testing program applies:

(1) Random Testing

Drug and alcohol tests may be performed any time the employee is at work or on the Company premises, for the Company subject to applicable state and local drug and alcohol testing regulations and testing procedures. Any person selected for random drug testing shall be notified on the day the test is scheduled, preferably within one (1) hour of the scheduled testing, and shall be required to proceed to the testing site immediately. A member of management shall explain to the employee that the employee's name was selected randomly.

If an employee is performing work when notified, the employee must cease the function as soon as practicable and proceed to the testing site.

In implementing the random testing program, the Company shall ensure that the means of random selection remain confidential, and the Company shall evaluate periodically whether the number of employees tested and the frequency with which those tests are administered are sufficient to meet the Company's goal of a drug-free work environment in accordance with applicable state and local laws.

(2) Periodic Testing

The Company reserves the right to test all employees occupying safety-sensitive positions for the presence of drugs and/or alcohol as part of a scheduled periodic medical examination. Safety-sensitive positions are those which entail safety or security requirements as defined by federal law, or otherwise affect the health, welfare, or safety of the public, co-workers or the individual employee. These employees may be required to submit to such scheduled periodic testing as a condition of continued employment. Such periodic testing will be conducted pursuant to rigid collection, chain-of-custody and reporting procedures. All testing for alcohol will be done in accordance with Americans With Disability Act ("ADA") guidelines.

(3) Reasonable Suspicion

All employees shall also submit to testing for the use of drugs when requested to do so by the Company based upon reasonable suspicion. Reasonable suspicion testing is based on a belief that an employee is using or has used drugs in violation of this policy drawn from specific objective and articulate facts and reasonable inferences drawn from the facts in light of experience. Among other things, the facts and inferences may be based upon, but not limited to, the following:

- Observable phenomena while at work such as direct observation of substance abuse or of the physical symptoms or manifestations of being impaired due to substance abuse;
- Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
- A report of substance abuse provided by a reliable and credible source;
- Evidence that an individual has tampered with any substance abuse test during his or her employment with the current employer;
- Information that an employee has caused or contributed to an accident while at work; or
- Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the premises of the employer or while operating the employer's vehicle, machinery, or equipment.

(4) Post-Offer, Pre-Employment Testing

Any and all job offers are made contingent to the applicant passing the Company's drug test. Prior to collection of a split-sample urine specimen pursuant to this policy, the applicants shall be notified that the sample will be tested for the presence of controlled substances or drugs.

Applicants who have received job offers are cautioned against giving notice at their current job, or incurring any cost associated with accepting employment with the Company until after the Company has received a negative drug test.

(5) Post-Accident or Work-Related Injury

An employee will be subject to drug and alcohol testing if the employee is involved in an accident or work-related injury, or the employee's acts or omissions cannot be completely discounted as a contributing factor to an incident which results in: (1) a fatality; (2) bodily injury to a person who immediately receives any medical treatment; (3) one or more vehicles incurring any damage as a result of the accident; (4) the employee receiving a citation under state or local law for a moving traffic violation; (5) damage to any Company property; or (6) the completion of a Report of First Injury for purposes of Workers' Compensation.

(6) Return-to-Duty/Follow-Up Testing

Before any eligible employee returns to duty after engaging in prohibited conduct regarding drug use, or after completing a program for treatment of drug abuse, the employee shall undergo a return-to-duty drug test and must receive a verified negative result. The Company shall also ensure that after engaging in prohibited conduct regarding alcohol misuse, the employee undergoes a return-to-work alcohol test before an eligible employee returns to work. In the event a return-to-duty test is required, the employee may also be evaluated by a substance abuse professional and must participate in any assistance program prescribed.

Upon return to work and compliance with the return-to-duty testing programs, employees who originally tested positive for drugs or alcohol shall also be subject to unannounced follow-up alcohol and/or drug testing. If subsequent drug test results are positive, you will be terminated immediately with no possibility of rehire.

b. Prohibited Conduct

The Company strictly prohibits the following conduct:

- The illicit use, consumption, possession, sale, purchase, conveyance, distribution, or manufacture of drugs, alcohol, intoxicants, or controlled substances in any amount or in any manner or at any time by any employee of the Company;
- The reporting to work with illicit drugs, alcohol, intoxicants or controlled substances without medical authorization in an employee's breath, urine, or blood;

- The abuse of prescription or over-the-counter drugs or controlled substances in any manner by an employee while on the Company property or during work hours;
- The use, possession, sale, purchase, distribution or manufacture of equipment, products and materials which are used, intended for use, or designed for use with non-prescribed controlled substances while on the Company property or during work hours;
- The alteration or adulteration of any specimen(s) or sample(s) for drug or alcohol testing;
- If the physician, official or lab personnel has reasonable suspicion that the employee has tampered with the specimen, the employee is subject to disciplinary action, up to and including immediate termination; and
- Employees are prohibited from refusing or failing to submit to a required alcohol and/or drug test. Additionally, in alcohol testing, the refusal to sign the certification form or failure to provide an adequate amount of breath may, under certain circumstances, be regarded as a refusal to take the test. In drug testing, failure to provide sufficient urine may constitute a refusal. Applicants who refuse or fail to submit to the required alcohol and/or drug test will not be considered for employment by the Company.

8.12 Workplace Violence Prevention Policy

The Company is committed to maintaining a safe environment and preventing workplace violence. All employees and clients should be treated with courtesy and respect at all times. Conduct that threatens, intimidates, or coerces another employee or a member of the public at any time, including off-duty periods, will not be tolerated.

In an effort to prevent violence that may occur during business hours or on the Company's premises, the Company has developed these guidelines to identify and define prohibited conduct, which includes, but is not limited to:

- Physically or verbally threatening another individual;
- The intentional destruction or threat of destruction of the Company property, a co-employee's property while at work or a client's property while at work.
- Harassing or threatening phone calls or written communications;
- Stalking;
- Advocating or threatening the illegal use of weapons or bombs;

- Threats or attempts to commit suicide;
- Fighting;
- Horseplay; or
- Advocating or threatening revenge based upon a workplace occurrence.

Employees are prohibited from possessing weapons, including but not limited to, firearms, knives other than knives authorized for work purposes, and other dangerous instrumentalities, or hazardous devices on the client's or Company premises during work hours.

All threats of violence, violent acts, potentially volatile situations, and all conduct prohibited by this policy should be reported as soon as possible to your supervisor or Human Resources. This includes threats by employees, as well as threats by visitors, vendors, clients, or other members of the public. Reports should be as specific and detailed as possible. Additionally, any emergency, crisis or situation posing imminent danger should be immediately reported to your supervisor, Human Resources Manager or Company President.

The Company will promptly and thoroughly investigate all reports. The identity of the individual making a report will be protected as much as is practical. No person will be subject to retaliation or reprisal as a result of making a report. In order to maintain workplace safety and the integrity of its investigation, the Company may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of violence, violent acts, or other conduct that is in violation of these guidelines will be subject to disciplinary action, up to and including immediate termination of employment.

The Company encourages employees to bring their disputes or differences with other employees to the attention of their supervisor before the situation escalates into potential violence. The Company is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns.

8.13 Health and Safety Policy

The Company is committed to providing a safe and healthy work environment for employees. The success of this goal depends on the alertness and personal commitment of all employees and staff.

A safety program has been developed for your protection. Upon employment, you will be instructed to do your job in the safest way, using methods and equipment that have been tried and proven safe. It is your responsibility to inform your supervisor whenever your safety is being compromised while doing your job.

Incident Reports are to be prepared on all accidents involving clients. You should report the accident immediately to your Staffing Supervisor. CAUTION: The employee involved should not attempt to move the injured person himself or herself. Please seek assistance and be alert to the conditions causing the accident and to any unusual circumstances that might affect the

client's condition. An incident report is to be completed and routed to your Staffing Supervisor.

Safety must be a mutual commitment on the part of both employer and employee. The safety of all employees and clients is the responsibility of each staff member. Violations or disregard for safety rules and regulations will be considered just cause for disciplinary action, up to and including discharge. Our objective is to ensure a safe working environment and to prevent injury and accidents. In order to meet our objective, the following must be observed:

- Report all hazardous and unsafe conditions to your supervisor immediately.
- Follow all rules, regulations, and instructions given by your supervisor.
- Do not attempt to repair furniture, equipment, or otherwise assist in a job activity if it is not a part of your regular duties, unless so instructed by your supervisor.
- Do not reset or temper with any devices, such as thermostats, exhaust fans, or broken appliances in the client's home.
- When operating or riding in automobiles while conducting official business for HomeNurse, all employees are required to wear seat belts.
- DO NOT lift a client who has fallen. Call an ambulance to assist the client up and make sure the client is not injured.
- DO NOT lift or move heavy furniture or other items in the client's home or do yard work.

Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including immediate termination of employment.

8.14 Smoking Policy

For health and safety reasons, smoking is not permitted in client's homes.

8.15 Automobile Policy

HomeNurse employees may utilize their automobiles in the performance of their official duties. The rules regarding vehicle operation must be followed:

- HomeNurse employees will strictly observe all applicable traffic laws while on duty.
- Violations of traffic laws will be grounds for disciplinary action, including removal of repeat offenders.
- All employees must wear seat belts when traveling on official HomeNurse business.
- Passengers in the automobile, when operated for official HomeNurse business, are also required to wear their seat belts.

- Accidents or incidents involving automobile operation while on official HomeNurse business are considered serious and should be reported to the office immediately.

Employees are allowed to assist in transporting the client in the client's vehicle driven by the client's caregiver or person designated by the family to medical appointments, to pay bills, to buy groceries, to pick up medication from the pharmacy, etc., if the employee's time allows. If a situation arises that necessitates transportation of the client, it must first be pre-approved by the office in writing.

HomeNurse, Inc.'s MVR Guidelines:

Below is the standard we use for initial MVR review.

- The minimum driver age is 21 years old, except those drivers of emergency vehicles or vehicles used to transport people, should be at least 23 years of age.
- Drivers over age 75 need to have medical permission to drive.
- Every driver must have a minimum of two years experience in the type of vehicle being driven.
- All drivers must have a valid Commercial Drivers License, where required.
- All new and replacement drivers will have their MVRs reviewed by HomeNurse, Inc. and confirm they meet these guidelines, prior to hiring.

Violation ("incident) Guidelines:

Within the last 36 months, no driver can have more than:

- *1 violation and two accidents*
- *2 moving violations and one accident*
- *3 moving violations and no accidents*
- *No driver may have any serious violations (i.e. DUI, suspended, auto felony convictions, or other serious violations) these drivers will be excluded.*

Accidents with violations, if they occur simultaneously, will be considered one violation (incident).

For those drivers with more than two "incidents" in the last 36 months, HomeNurse, Inc. will normally take the following action:

Place the Driver on Watch

Watch definition - Drivers who have 2 driver "incidents", as described above, are placed on watch and if any further incidents occur during the policy period, the driver will be placed on probation.

Driver on Probation

Probation definition- Drivers, who have 3 "incidents", as described above, will be placed on probation. The employee agrees that they will consent for HomeNurse, Inc. to run another MVR, six months after

the probation has been in place. The employee agrees to provide this signed driver probation endorsement to HomeNurse, Inc.. The employee also agrees that in the effect he/she falls into the category of Probation then she will notify the company. The employee understands that a MVR may be run once a year after employment commences.

Termination Due to MVR Guideline Violations

HomeNurse, Inc. will not hire any new employees that have 3 MVR violations and all current employees may be subject to termination if they fall outside the current MVR guidelines.

9.0 STANDARDS OF CONDUCT

9.01 Conflict of Interest

It is the Company's policy to prohibit its employees from engaging in any activity, practice, or act which conflicts with, or appears to conflict with, the interests of the Company. This applies also to any client to whom the employee is assigned, or to anything that interferes with his or her ability to fully perform job responsibilities and duties. Violators of this policy will be subject to immediate dismissal.

It is important to avoid not only any situation that is an obvious conflict of interest, but also any situation that might give the appearance of being a conflict. Furthermore, employees have a continuing responsibility to exercise impartial and ethical business judgments. If an employee has any concerns or questions about whether a situation is acceptable, the employee should ask his or her supervisor or the contact the Human Resources Manager.

Employees who anticipate working in other business or financial activities should discuss such activities with Company management. Employees shall not have telephone or personal contact with sources of employment other than those directly connected with HomeNurse during their time on duty.

9.02 Confidentiality

The Company prohibits disclosure or communications regarding any confidential information belonging to the Company. Employees are expected to safeguard documents given to them in confidence. This policy applies both during and after employment with the Company ends.

Likewise, information relating to the Company's business may not be disclosed by employees and former employees to any person or entity who is not employed by the Company and/or is not authorized to receive or use the information. Similarly, employees must be alert to breaches of confidentiality caused by casual comment.

The Company expects each employee and former employee to exercise discretion in the access and use of Company information. In the course of work, an employee may have access to the Company's valuable confidential information about, including but not limited to:

- Business promotion strategies, proposals and plans (these may be in writing, communicated orally, or exist as a matter of practice or custom);

- Information regarding other employees and their employment with the Company;
- Applicant information, compensation and employee data;
- Information regarding the talents, skills, abilities, and work experience of other employees;
- Computer hardware, software, or computer-related information, whether purchased or created by or on behalf of the Company, as used or applied for Company business;
- Information, which pertains, directly or indirectly, to contemplated or actual business relationships between the Company and businesses that engage in activities related to the Company's business, *e.g.*, investors, etc.; or
- The identity of consultants, vendors, or other third parties that provide or seek to provide services or products to or from the Company, together with the nature of any such services.

It is the employee's responsibility to keep such information confidential. Employees must also not use any of this confidential information except as directly necessary for their job. This policy does not include information which is routinely made open to the public. If an employee has any doubt, he or she should not disclose the information.

Employees may not make or keep copies of records of any type which contain confidential information, unless they are required to make the copies as part of their job for business reasons only.

Electronic copies of records which contain confidential business information should not be saved to personal computing equipment (such as a home personal computer), portable media (such as a disk or CD), or transmitted via private/public network (such as the Internet) without prior authorization. Authorization to create copies of electronically stored materials must be given by the Company President or Human Resources Manager and follow the Company's policies, procedures, and applicable copyright laws.

The Company requires employees to sign an **Employee Confidentiality Agreement** as consideration for employment or continued employment. Any such agreement will only supplement this policy.

If an employee has confidential information from a previous employer, if the employee is subject to an agreement regarding his or her previous employer's trade secrets or confidential information, or if the employee's previous employer required him or her to sign a non-competition agreement, the employee must immediately advise Human Resources upon being hired. Under no circumstances may the employee reveal, use, or rely on a previous employer's confidential information in his or her work for the Company.

Upon termination of employment for any reason, all Company records, including but not limited to manuals, disks, and computer records, including confidential information, must be returned to the Company.

Any employee or former employee who improperly discloses or uses confidential information will be subject to disciplinary action, up to and including immediate termination of employment and/or legal action.

9.03 Company Property

The Company's property including all facilities, equipment, supplies, and name must be used only for conducting Company business or for purposes properly authorized by Company management.

Company property consists of all memoranda, notes, lists, records, other documents, and all copies thereof made or compiled by the employee in the course of business or made available to the employee concerning the business of the Company or any of its affiliates.

Company purchased equipment used by employees to do their daily job shall be the Company's property and shall remain Company property unto termination, shall be the Company's property and shall remain Company property upon termination of the employee's employment with the Company for any reason or at any other time upon request.

Office systems and equipment, including, but not limited to Company computers and the Company computer network, including the Internet mail system, photocopiers, fax machines, and postage metering equipment, are to be used exclusively for Company business.

9.04 Computer Usage

It is the policy of the Company to use computers to improve communication, to provide better access to information, to enhance the productivity of employees, and to lower the overhead cost of delivering service. The security, integrity, and accuracy of the information contained in these computers are the responsibility of every employee. An employee who accepts the privilege and advantage of computer use also accepts the responsibility associated with such privilege.

Every employee is expected to demonstrate caution and care around all equipment and ensure that confidentiality of information stored on the computers is maintained at all times. Users may not make copies of software owned by the Company (except for backup purposes) and shall not install any software on the Company's computer which has not been approved and registered by the Company. This prohibition includes loading personal software onto the Company's computers. It is the policy of the Company to comply fully with software manufacturers licensing agreements. The Company honors all licensing, copyright, patent restrictions, and terms and conditions with commercial proprietary computer software.

9.05 E-Mail, Voice-Mail, and Internet Usage

The goal of the Company's e-mail, voice-mail, and Internet policy is to clearly define the appropriate use of the Company's e-mail, voice-mail, or Internet systems.

The Company provides some employees with different kinds of electronic communications devices that help us be more efficient and maximize our business efforts. These include, but are not limited to, computers, e-mail, Internet access, fax machines, telephones, voice-mail and Blackberry units. All electronic communications and Internet technology, including all software and hardware, remain the sole property of the Company. E-mail, voice-mail, and Internet services are the Company's property, and all elements and/or voice-mail communications and contents stored therein, solely belong to the Company.

To the extent this section is consistent with federal law, the Company's policy mandates that these systems are to be used for business purposes. Specifically, these systems are designed and intended to be utilized to facilitate non-personal and non-confidential communication between and among the Company's employees, as well as between these individuals and the Company's visitors.

To the extent this section is consistent with federal law, employees who use the Company's e-mail, voice-mail, or Internet services for solicitation of employees or distribution of information unrelated to the Company's business will be subject to disciplinary action, up to and including immediate termination of employment. Additionally, employees are reminded that use of e-mail, voice-mail, or Internet services for personal messages should be kept to a minimum. Abuse of these systems for personal communications may lead to disciplinary action, up to and including termination of employment.

a. Expectation of Privacy

Employees should not assume that their communications via e-mail, voice-mail, or the Internet are private – merely because they make use of passwords, “confidential” markers, or other access limiting devices. Employees may be provided limited, authorized access to these communication systems, and the Company may, at any time, maintain knowledge of access-providing passwords and/or codes. In order to assure compliance with the Company's policies, evaluate an employee's service and effectiveness, or investigate conduct or behavior that may be illegal or adversely affect the Company and/or the welfare of its employees, the Company may monitor e-mail, voice-mail, and Internet communications to the extent permitted by state and federal law. **By using the Company's e-mail, voice-mail, and Internet systems, employees knowingly and voluntarily consent to being monitored and acknowledge the Company's right to conduct such monitoring.** Employees should also be aware that they have no rights to the contents of their e-mail, voice-mail, or Internet systems.

b. Guidelines for Use of the Company's E-mail, Voice-Mail, and Internet Services

As outlined in other sections of the Handbook, the Company expects all employees to display a high level of respect, courtesy, and professionalism when interacting with visitors, as well as other employees.

As noted above, e-mail, voice-mail, and Internet services are to be used for business purposes. Personal e-mails should be kept to a minimum. When using these systems, employees are expected to adhere to the Company's "content" guidelines. Prohibited content includes, but is not limited to, the following:

- Communications that may constitute verbal abuse, slander, defamation, or personal disparagement of employees, visitors, vendors, or any other person or entity, including the Company and its individual departments;
- Communications that can be considered harassing, vulgar, obscene, or threatening;
- Communications that disparage others based on race, national origin, marital status, sex, sexual orientation, age, disability, pregnancy, religious or political beliefs, or any other characteristic protected under federal, state, or local law;
- Communications that contain sexually-oriented messages or images, unwelcome sexual advances, requests for sexual favors, or other unwelcome and inappropriate conduct of a sexual nature; or
- Communications that contain copyrighted materials, including articles and software, in violation of copyright laws (these are particularly prevalent on the Internet).

To the extent this section is consistent with federal law, any employee who creates, distributes, or solicits any of the aforementioned communications will be subject to disciplinary action, up to and including immediate termination of employment.

c. Acknowledgement and Consent

All employees are required to sign and date the **Consent to Monitoring of Telephone, Voice-Mail, E-Mail, Internet or Other Electronic Communications** after receiving and reviewing the Company's policy. By signing this form, the employee acknowledges that he or she has read, understood, consents, and agrees to be bound by this policy. Periodically, as a means to refresh employees' memories and understanding of the Company's guidelines, the Company will distribute a written, personal copy of the policy to all employees for their review and signature. Any questions or concerns regarding this policy should be directed to Human Resources.

9.06 Telephone Usage

The Company switchboard and telephones are for business calls and are to be used for that purpose. Should an emergency arise, incoming calls or messages will be directed to the employee's immediate supervisor and relayed to the employee. Employees are advised that the Human Resources Department will not accept messages of a non-emergency nature. The same applies for personal mail, deliveries, etc. Cell phones and cameras are not permitted in the

production area. Employees' use of personal recording devices (to include but limited to cellphones, pda's) is strictly prohibited.

Telephone calls may be monitored without notice. All employees are required to sign and date the **Consent to Monitoring of Telephone, Voice-Mail, E-Mail, Internet or Other Electronic Communications** acknowledging that they consent to such monitoring.

9.07 Cell Phone Usage

The Company understands and appreciates that employees utilize their cell phones for business purposes. At the same time, cell phones are a distraction in the workplace. Due to research about the safety of cell phone use while driving, however, the Company prohibits employee use of cell phones, for business purposes, while driving. If an employee must receive or make a phone call from his/her cell phone for business purposes while driving, the employee must pull off of the road and stop driving before receiving or making a phone call. Also, all employees are required to know and follow any state or local laws concerning cell phone use while driving.

9.08 Solicitation/Distribution

In order to protect employees from unwanted solicitation and distribution, distribution of electronic/printed matter or literature by employees in work areas during work time is not permitted. Distribution of electronic/printed matter or literature of any kind or posting of notices, signs or writing in any form by off-duty employees or non-employees anywhere on Company property, either inside or outside of buildings, is prohibited.

The solicitation of financial contributions or any other solicitation on Company property is prohibited. The selling of merchandise unrelated to the sale of Company goods on Company property is prohibited. Only items approved by Human Resources may be posted on Company bulletin boards.

10.0 APPEARANCE, DRESS & SUPPLIES

It is important to remember that, as an employee, you represent the Company. You have a personal responsibility to present a businesslike, professional appearance. Good grooming, personal cleanliness, and appropriate dress are mandatory at all times.

10.01 Personal Appearance

Employees are required to wear an identification badge while on duty. The badge identifies the employee as a representative of HomeNurse and prevents unauthorized people from representing the Company. New employees will be issued an initial name badge at no cost. You are responsible for keeping up with your identification badge.

10.02 Dress Code

All employees must wear the proper clothing while working. No halter tops or short-shorts may be worn. Knee-length shorts are acceptable. Rubber-soled shoes, such as tennis shoes, are required. No sandals or flip-flops may be worn while on duty. No torn articles of clothing or

clothing with offensive language is to be worn while on duty. Clothing must be clean and neat. Scrub uniforms are recommended. Finger nails are to be groomed in such a manner to foster care and prevent any injury to client. Perfumes worn should be in a manner that is comfortable for client.

11.0 WORKPLACE RULES OF CONDUCT

The Company expects employees to comply with common and acceptable standards of behavior, to perform their job duties in an acceptable manner and to abide by all of the Company's policies and procedures. Conduct that interferes with operations discredits the Company. Also, conduct that is offensive to clients or fellow employees, is not acceptable.

Employees are expected to conduct themselves in a professional and businesslike manner with a positive attitude when representing the Company. Any situation that may cause embarrassment to the employee and/or to the Company should be avoided. Inappropriate behavior may result in discipline, up to and including immediate termination of employment. Types of behavior and conduct considered inappropriate include, but are not limited to, the following:

- Theft or misappropriation of merchandise, cash, or other assets belonging to the Company, its employees or its visitors;
- Dishonesty, including falsification of any paperwork, or furnishing the Company with false or incomplete information;
- Willful or neglectful damage to or misuse and abuse of Company property, vehicles, tools, equipment or the property of employees or visitors;
- Possession, sale, consumption of or being under the influence of intoxicants or illegal, non-prescribed drugs;
- Gambling, fighting, disorderly conduct, conduct which violates common decency (including obscene or abusive language) and other conduct tending to reflect unfavorably on the Company;
- Engaging in horseplay, scuffling, etc.;
- Insubordination, deliberate disregard for rules, lying to a supervisor, or refusal to follow management's instructions;
- Tampering with the Company's computer system, misuse of passwords, or unauthorized use of other employees' passwords;
- Tampering with the Company's security system, misuse of security code, or unauthorized use of other employees' security codes;

- Unauthorized removal of the Company's records or confidential information;
- Possession of weapons while on Company property (other than authorized knives for work purposes);
- Unexcused absence or excessive absences, including late arrival or early departure, absence from work without notifying the Company, failure to return to work promptly upon expiration of leave of absence, or excessive tardiness;
- Abandonment of employment as evidenced by two (2) or more consecutive work days/shifts of unauthorized absences;
- Performing unauthorized work;
- Unauthorized solicitation, collection or distribution of literature, posting or removing of notices/signs, or writing in any form, on Company property;
- Violating safety laws, regulations, and policies;
- Violating Company discrimination, harassment, or retaliation policies;
- Violating Company smoking policy;
- Violating Company conflict of interest policy;
- Making, publishing, or repeating false, vicious or malicious statements concerning the Company, its affiliates or any of its employees or visitors;
- Failure to meet reasonable standards of efficiency and productivity, or otherwise unsatisfactory job performance and/or repeated substandard work;
- Excessive break time or repeatedly attending to personal affairs on work time;
- Sleeping or giving the appearance of sleeping during the time in which the employee is supposed to be working;
- Committing fraud with regard to any records (including time records/sheets, expense accounts, etc.);
- Failure to prepare and submit required reports and/or records in a timely manner;
- Violation of the Company's safety, fire prevention, health, or security rules, policy or practice – or creating or contributing to unhealthy or unsanitary conditions;

- Disclosing confidential Company information without authorization;
- Failing to notify the Company of an accident as soon as possible; and
- Abuse of phone or other communication systems for personal use.

The above list is not a limitation on the Company's right to terminate its employees. The Company maintains the right to terminate an employee at any time.

12.0 ABSENCES FROM WORK

12.01 Holidays

Due to the structure of our organization and the nature of our business, we are, at this time, unable to offer paid holidays to our employees. The office observes and closes for the following holidays:

- New Years Day
- Independence Day
- Thanksgiving Day
- Christmas Day

If your client(s) have family over for the holidays and they request that you do not service them on the holiday, you may reschedule your visit for another day in which they do not receive services from our Company. You cannot reschedule a visit if the client is serviced seven (7) days per week. According to State law, we are not allowed to consolidate or "double up" on visits.

12.02 Family and Medical Leave

Employees who qualify for leave under the Family and Medical Leave Act of 1993 ("FMLA ") will be granted time off within the parameters described below. The Company will grant Family and Medical Leave (also referred to as "FMLA leave" in this section) to full-time and part-time employees who meet the requirements described below for the care of a child after birth or adoption or placement with the employee for foster care, the care of a covered family member (spouse, child, or parent) with a serious health condition, or in the event of an employee's own serious health condition. FMLA leave will be granted for a period of up to twelve (12) weeks in any twelve (12) month period or longer if required by applicable state or local law. FMLA leave is calculated on a twelve (12) month rolling period versus a calendar or fiscal year.

The Company does not allow employees to extend periods of leave time by stacking permitted periods together.

An employee must have completed at least twelve (12) full continuous months of service with the Company and have worked a minimum of 1,250 hours in the twelve (12) month period

preceding the leave to be eligible for such leave. Such times shall be counted from the employee's anniversary date. In the event of a break in service, the employee's anniversary date shall be determined according to the applicable personnel policy and procedure. Eligible employees are entitled to twelve (12) weeks of unpaid FMLA leave each calendar year. All time away from work, including sick, vacation, personal holiday, disability time, Workers' Compensation time, and unpaid time, will be applied toward the twelve (12) weeks of FMLA leave.

a. Child/Family Care Leave

If an employee requests FMLA leave to care for a child after birth, adoption, or placement in his or her home for foster care or to care for a covered family member with a serious health condition, the employee will be granted unpaid leave under the following conditions:

- If the leave is planned in advance, the employee must provide the Company with at least thirty (30) days' notice prior to the anticipated leave date using the Company's official FMLA Leave Request Form; or
- If the leave is unexpected, the employee should notify his or her Supervisor and Human Resources by filing a FMLA Leave Request Form as far in advance of the anticipated leave date as is practical. Normally, this should occur within two (2) business days of the employee's knowledge that such leave is necessary.

Employees requesting a leave to care for a covered family member with a serious health condition may be required to provide medical certification from the family member's physician attesting to the nature of the serious health condition, probable length of time treatment will be required, and the reasons that the employee is required to care for this family member. Employees may also be required to provide additional physician statements at the Company's request at reasonable intervals. Further, the family member may be required to submit to a medical examination by a physician designated by the Company at the Company's expense.

b. Leave for Employee's Serious Health Condition

If an employee requests FMLA leave for his or her own serious health condition (including pregnancy), the employee will be granted leave under the following conditions:

- If the leave is planned in advance, the employee must provide the Company with at least thirty (30) days' notice prior to the anticipated leave date using the Company's FMLA Leave Request Form; or
- If the leave is unexpected, the employee should notify his or her supervisor and the Company's Human Resources Department by filing the FMLA Leave Request Form as far in advance of the anticipated leave date as is practical. Normally, this should occur

within two (2) business days of the employee's knowledge that such leave is necessary.

Any time that an employee expects to be or is absent for more than five (5) consecutive workdays/shifts as a result of his or her serious health condition (including pregnancy), the employee will be required to submit appropriate medical certification from his or her physician. Such certification will include, at a minimum, the date the disability began, a diagnosis, and the probable date of the employee's return to work. The employee should ask Human Resources what additional information, if any, should be included in each certification.

During the employee's medical leave, he/she may also be required to provide the Company with additional physician statements upon request from the Company and the Company's insurance carriers at reasonable intervals, attesting to his or her continued disability and inability to work. The employee may also be required to submit to medical examinations by physicians designated by the Company at its discretion and at the Company's expense, at the beginning of, during, or at the end of his or her leave period, and to provide the Company with access to his or her medical records as necessary.

Before the employee will be permitted to return from medical leave, the employee will be required to present the Company with a note from his or her physician indicating that he/she is capable of returning to work and performing the essential functions of his or her position, with or without reasonable accommodation. Where required, the Company will consider making reasonable accommodations for any disability the employee may have in accordance with applicable laws.

c. Leave Entitlement

Eligible employees are entitled to a leave for up to twelve (12) weeks in any twelve (12) month period or longer if required by applicable state law or, in the case of a leave for an employee's serious health condition, where a leave extension is requested and approved. FMLA leave is calculated on a twelve (12) month rolling period versus a calendar or fiscal year.

Leave taken to care for a child after birth, adoption, or placement in an employee's home for foster care must be taken in consecutive workweeks. Leave taken for the employee's or a covered family member's serious health condition may be taken consecutively, intermittently, or on a reduced work/leave schedule based on certified medical necessity. In such instances, the Company will follow applicable federal and state laws in reviewing and approving such leave requests.

d. Reinstatement Rights

Eligible employees are entitled, upon return from leave, to be reinstated to their former position or an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. Exceptions to this provision may apply if business circumstances have changed (e.g., if the employee's position is no longer available due to a job elimination). Exceptions may also apply for certain highly compensated employees under certain conditions. In addition, employees on a leave extension are not guaranteed reinstatement.

The Company does not tolerate any form of retaliation against employees who use this procedure in good faith. The procedure should not be construed as preventing, limiting, or delaying the Company from taking disciplinary action against any individual, up to and including termination of employment, in circumstances where the Company deems disciplinary action appropriate.

e. **Other Employment While on Leave**

Employees are not permitted to accept any employment or go into business while on a leave of absence from the Company. Any employee who accepts outside employment while on leave will be deemed to have voluntarily resigned his or her employment with the Company.

12.03 Absences and Tardiness

To maintain a safe and productive work environment, the Company expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the Company. In the rare instances when an employee cannot avoid being late for work, the employee should notify his or her supervisor as soon as possible in advance of the anticipated tardiness or absence.

Every time an employee is absent, late or leaves early, the employee must provide his or her supervisor with an explanation. All employees are expected to be punctual in reporting to work. Excessive absenteeism or tardiness may lead to disciplinary action, up to and including termination of employment.

The employee must also inform his or her supervisor of the expected duration of any absence. The Company will comply with any applicable laws relating to time off from work, but it is the employee's responsibility to provide sufficient information to enable the Company to do so.

If illness or emergency prevents you from being at work, or you cannot report to work for ANY reason, you are required to speak directly with your supervisor or leave a voice-mail message on your supervisor's extension or on-call number if after hours, along with a phone number where you can be reached for a callback from your supervisor. If you fail to notify your supervisor immediately (must provide four (4) hour notice) and you do not fulfill your assignments, you will be considered a "no-show" and may be subject to termination

When absence is due to illness, the Company reserves the right to require appropriate medical documentation. Any illness of two (2) or more consecutive days requires a physician's verification of illness and consent to return to work before you will be allowed to resume work. Tardiness and leaving work early also will not be tolerated. Tardiness of more than thirty (30) minutes requires a call to your supervisor and to the client's home to let them know you are running late and what time to expect you. Similarly, if you must leave work early, you must obtain the permission of your supervisor and notify any clients with whom you are scheduled to meet.

An employee is considered to have terminated his/her employment with prejudice when he/she is absent from work two (2) or more days without notifying an appropriate supervisor and

obtaining permission for the absence or providing appropriate medical documentation. Such employee will be eligible only for payment of wages due them prior to the absence.

Furthermore, if an illness or emergency prevents you from being at work or your scheduled assignment, you are required to contact your supervisor immediately so that alternate plans can be made to complete your assignments. If you fail to notify your supervisor and you do not complete your scheduled assignments, you will be considered a “no-show” and may be subject to immediate termination.

12.04 Jury Duty

The Company believes that jury duty is an important civic responsibility and grants time off for service on federal, state, or local juries as required by law. Any employee summoned for jury service or as a witness should report the summons to his or her supervisor immediately.

Before reporting for jury duty or witness duty, the employee must submit a copy of his or her summons or subpoena to serve and documentation stating time served to his or her supervisor and to Human Resources. When an employee’s jury or witness duty is completed, he/she must submit proof of service and forward a copy to Human Resources for his or her file.

12.05 Personal Leave of Absence

Due to the nature of our business, if you must take a personal leave of absence, we cannot guarantee you the same amount of hours upon your return to work. Requests for leave of absences must be in the office three (3) weeks before your leave is to begin. All leave of absences must be approved by your direct supervisor.

12.06 Military Leave

Employees who are involved in a United States military reserve organization or the National or State Guard and are required to complete training or assignments for these roles can take military leaves of absence for these assignments. If an employee is permitted to choose the period during which the military training assignment is to be performed, he/she should speak with his or her supervisor to select a period which least interferes with the Company’s business.

Employees called to military training or assignments should submit a copy of their orders to their Supervisor and/or Human Resources as far in advance as possible and should inform their supervisor of the training or assignment.

Eligible employees returning to work from military service or training are guaranteed job restoration if the cumulative length of absence does not exceed five (5) years. To be eligible, the employee must seek reinstatement within the time limits established by federal law (see chart below) and be qualified for work.

LENGTH OF DUTY	TIME LIMITS TO RETURN
1 to 30 days	First work day 8 hours after return

31 to 180 days	Within 14 days after service completion
180 days or more	Within 90 days after service completion

Time limits to return to work may be extended for up to two (2) years if necessary due to a service-connected disability. The Company will make reasonable accommodations for qualified individuals with known disabilities, unless doing so would result in an undue hardship to the Company. Reasonable efforts will also be made by the employer to retrain/upgrade as required by federal law.

While on military leave, the employee has the option to continue coverage at his or her expense for up to eighteen (18) months. If coverage is discontinued, the employee's group insurance benefits will be reinstated upon his or her return to work at the same level, and under the same conditions, as if the employee had been actively working, with no waiting period or exclusion of pre-existing conditions, except for service-connected disabilities.

The Company is committed to complying fully with the Uniformed Services Employment and Reemployment Rights Act and ensuring equal opportunity in employment for qualified persons with military obligations. All employment practices and activities are conducted on a non-discriminatory basis.

12.07 Voting Leave

If an employee's work schedule does not permit them to vote before or after work, they may request up to two (2) hours leave in order to vote in any municipal, county, state or federal primary or general election. Employees must give reasonable written notice to their supervisors and their supervisors may designate the specific hours to be taken, including time before or after work. If an employee does not vote while on voting leave, he/she will be subject to disciplinary action, up to and including termination from employment.

13.0 CHANGES IN PERSONAL DATA

It is very important for an employee to inform Staffing Coordinator of any changes in his or her name, address, telephone number, number of dependents, emergency contact person, and driver's license status and status of insurance. By doing so, personnel information will always be up-to-date and this will help the Company in handling benefits, pay, and other matters important to an employee and his or her family. We reserve the right to request the information be submitted in writing.

14.0 REPORTING ARRESTS

Any employee of the Company who has been arrested for any reason or lost his or her license or driving privileges, must immediately report the arrest and surrounding circumstances or the loss of license or driving privileges to his or her supervisor. Failure to comply with this policy may result in disciplinary action, up to and including immediate termination of employment.

15.0 EMPLOYMENT ACTION

15.01 Performance

All employees are expected to work efficiently and harmoniously and to meet the requirements and standards of their positions. During the course of employment with the Company, each supervisor will evaluate each employee's work. Any employee who fails to maintain a satisfactory level of performance is subject to dismissal, immediate or otherwise.

15.02 Disciplinary Action

Employees are treated fairly and uniformly if they should violate the standards of conduct. A system of progressive discipline has been adopted. Progressive discipline refers to the concept of increased severity in disciplining employees who repeatedly violate rules.

The following list of violations, which is not all conclusive, are considered serious enough to warrant immediate disciplinary action, including immediate discharge:

- 1) Falsifying employment applications or other Company or client records. The client has the right to refuse to sign your time document if you have not filled it out properly or have falsified your length of visit.
- 2) Failure to follow a supervisor's instructions.
- 3) Theft of Company or client property or theft of the property of others.
- 4) Offensive and/or abusive language.
- 5) Horseplay or loafing on the job.
- 6) Deliberate destruction of Company or client property or the property of others, either intentionally or through gross negligence.
- 7) Sale, use, distribution, possession of, or consumption of any alcoholic beverage and/or illegal drugs or substances on Company or client property.
- 8) Reporting to work under the influence of alcohol, drugs, or illegal substances.
- 9) Gambling on Company or client property.
- 10) Harassment, sexual or otherwise, or intimidation of any person.
- 11) Using tobacco while in the client's home or on the client's property.

An employee can be discharged for engaging in conduct that is considered inappropriate by the Company. Discipline or termination may result from substandard job performance or infringements of generally accepted business conduct or Company regulations.

15.03 Resignation

It is requested that all employees choosing to resign give at least two (2) weeks' advance notice before the employee's final working day. Upon receipt of such notice, their direct supervisor may, at their discretion, waive or reduce the two (2) week notice period. If the Company waives or reduces the two (2) week period, the employee may not be paid for that period. Failure to give the Company the required notice may jeopardize the employee's good standing and eligibility for rehire with the Company.

15.04 References

The Company will provide employee information to outside agencies as requested in writing. Our standard reference letters are limited to confirming the dates of employment and job title. The Company does not provide letters of recommendation.

The Human Resources Manager is the only person authorized to disclose information, and any phone calls or written inquiries seeking such information should be directed accordingly.

15.05 Security Inspections

The Company wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives or other instrumentality or substances which could jeopardize the safety of its employees. The Company requires the cooperation of all employees in administering this policy. Toward this end, the Company reserves the right to request any employee to submit to a security inspection at any time (including during breaks and the lunch period) while on the Company premises, or while performing work for the Company while off-site, based on individualized reasonable suspicion or legitimate work-related reasons. The inspection shall be limited in scope to that necessary to achieve that purpose.

Desks, lockers, and other storage devices may be provided for the convenience of employees, but remain the sole property of the Company and are subject to being searched. Inspections may also include, but are not be limited to, property, equipment, storage rooms, the Company's vehicles, buildings, rooms, facilities, offices, computer hard drives, diskettes, voice mail, electronic mail, desks, or cabinets. Any items that an employee does not want to have inspected should not be brought to work.

Entry onto any Company premises or job site constitutes consent to searches and inspections. In addition, every employee is required to consent in writing to inspections as a condition of employment by reviewing and signing the **Drug and Alcohol-Free Workplace Policy and Consent To Search** form.

An employee's refusal to consent to a search or inspection when requested by the Company constitutes a violation of Company policy and is grounds for disciplinary action, up to and including immediate termination of employment.