



## **EMPLOYEE HANDBOOK**

A-PLUS HHS wishes to extend a warm welcome to all of its employees. The pages which follow provide an understanding of the privileges and responsibilities associated with working at A-PLUS HHS.

### **MISSION**

A-PLUS HHS IS GUIDED BY PERSONAL, CLINICAL AND TECHNOLOGICAL BRILLIANCE. WE RECOGNIZE THE UNIQUE, EMOTIONAL, AND SPIRITUAL NEEDS FOR EACH PATIENT.

WE STRIVE TO EXTEND THE HIGHEST LEVEL OF COURTESY AND SERVICE TO CLIENTS, CAREGIVERS, VISITORS AND EACH OTHER.

A-PLUS HHS IS PROUD TO WORK CLOSELY IN AN INTERDISCIPLINARY TEAM EFFORT WITH ALL OTHER RELATED SERVICES AND ORGANIZATIONS. COMMUNICATION IS VITAL FOR THE PROPER CARE OF EACH PATIENT.

THIS IS WHY A-PLUS HHS PROMOTES ACTIVE MEDICAL STAFF INVOLVEMENT WITH PATIENTS, THEIR FAMILY'S HOMECARE NURSES, PHYSICAL THERAPISTS AND OCCUPATIONAL THERAPISTS.

## CODE OF ETHICS

1. Employees comply with all the state, federal, and agency polices, procedures, laws and regulations that govern their duties and responsibilities.
2. Employees work to provide only the highest quality care and services, and graciously accept evaluation of their work.
3. Employees strive to upgrade their skills and competencies with a personal and professional growth plan.
4. Employees strive to be honest, forthright and accountable in all their dealings with physicians, clients, coworkers and the agency.
5. The agency and its employees will not discriminate on the basis of race, color, religion, sex, age, national origin, disability, communicable disease, physical or mental condition or any other legally protected status.
6. Employees are receptive to guidance and counseling services to help improve their work performance.
7. Employees attend staff development seminars and in-service training programs to keep current in the latest development in their fields of specialization.
8. Employees accept only those assignments that are position-appropriate for them.
9. Employees keep confidential any client and/or agency information entrusted to them.
10. Employees are actively involved in helping to improve standards of care and in helping to control health care costs.
11. The agency and its employees will not knowingly misrepresent their services.
12. Employees will strive to ensure the safety of those clients entrusted to their care, and will immediately report any incident of patient abuse or suspected abuse according to the law.
13. Employees will safeguard the property of the agency used in the performance of their duties.
14. Employees will not engage in any conduct detrimental to the best interests of their patients, coworkers or the agency.
15. Employees will promote a positive working climate and good public relations.
16. The agency and its employees are good citizens and supportive of their local communities.
17. The agency and its employees conform to the highest level of ethical behavior in their community education, admission, discharge and billing practices.

18. The agency and its employees interact honestly and ethically with other health care providers, educational institutions and payers.
19. The agency and its employees clearly inform any patient referred to another organization, service or individual of any financial benefit to the referring organization, service or individual.
20. The agency, its employees and clients have ready access to the agency's Ethics Committee.

## **PURPOSE AND INTRODUCTION**

The purpose of this employee handbook is to establish and clarify certain employment policies, practices, rules, regulations and procedures (hereinafter collectively referred to as "policies") of A-PLUS HHS (hereinafter "COMPANY"). Except as may otherwise be provided specifically by the COMPANY in writing or required by law, these policies will apply to the COMPANY, all COMPANY employees. The relationship between the COMPANY and all its employees is "at will" and may be terminated with or without cause, and with or without notice. The at-will relationship between the COMPANY and each of its employees may not be altered except by the Administrator, Co-Owners and/or CEO in a signed document addressed specifically to the employee.

Employees will be notified in writing of any change or modification to these policies through announcements, bulletins, postings and/or distribution of handbook supplements or updates. In the event any question arises relative to these policies, please contact the Administrator, Co-Owner and/or CEO as soon as possible. The Administrator, Co-Owners and/or CEO have responsibility for day-to-day administration of the policies. It is the COMPANY's intention that these policies be administered in a consistent and impartial manner. Interpretations of the policies, and exceptions, if any, shall be made only in writing by the Administrator or Co-Owners and/or CEO of the COMPANY.

All COMPANY employees will receive a copy of this document. Upon receipt, all recipients will sign and return the Acknowledgment page of this handbook. All employees are obligated to read this Handbook and comply with the various policies specified herein.

All policies set forth in this handbook or otherwise shall be construed and applied in a manner consistent with applicable law. In the event applicable law conflicts with these policies, applicable law shall apply. The policies in the handbook supersede any earlier policies, agreements or expectations.

***\*\*A-PLUS HHS has instituted an open-door policy. In the event of any questions, issues, comments, actions needed to be taken, etc, the open-door policy may be the initial course of action taken. Through the open-door policy, issues may be resolved by the Administrator, Co-Owners and/or CEO prior to executing the policies of the handbook, albeit the handbook will be the ultimate guidance tool.***

## **I. NON-DISCRIMINATION POLICY – ZERO TOLERANCE**

It is the COMPANY's policy and philosophy to treat all persons equally and without regard to race, creed, citizenship status, color, sex, sexual orientation, religion, height, weight, veteran status, national origin, age, marital status, handicap or any other protective status. Discrimination or harassment related to any of the foregoing factors will not be tolerated. This policy applies to all practices of the COMPANY. Any violation of this policy will result in immediate disciplinary action up to and including dismissal.

## **HARASSMENT POLICY**

The COMPANY has always taken pride in striving to provide a positive and harassment-free work environment which offers each Employee the opportunity to perform to full potential. Our policy prohibiting harassment of any kind, including sexual harassment, is restated below.

### **A. POLICY STATEMENT**

The COMPANY has a long-standing policy prohibiting harassment relating to an individual's race, color, creed, religion, age, national origin, citizenship status, sex, sexual orientation, weight, height, handicap, marital status, veteran status or any other protected classification. Our commitment to a harassment-free work environment applies to every aspect of the relationship with the COMPANY and includes Employees, our patients, and members of the public.

### **B. DEFINITION OF HARASSMENT**

1. Harassment is generally defined as unwelcome conduct which has the purpose or effect of creating an intimidating, hostile or offensive environment, unreasonably interfering with an individual's work performance, or adversely affecting an individual's opportunities in the workplace.
2. Sexual harassment is further defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
  - Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment; or
  - Submission to or rejection of such conduct by an individual is used as a basis for employment, promotion, demotion, compensation or other personnel decisions affecting the employee; or
  - Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work or other environment.
3. Examples of improper conduct which may constitute harassment, whether inadvertent, in jest or otherwise, include but are not limited to the following:
  - Verbal harassment – abusive language, profanity, derogatory comments, demeaning jokes slurs;
  - Physical Harassment – assault, physical interference with normal work or movement, or unwelcome touching;
  - Visual Harassment – displays of derogatory or demeaning posters, cards, cartoons, graffiti, gestures, drawings or suggestive pictures.

### **C. WHAT THE COMPANY WILL DO IF IT LEARNS OF POSSIBLE SEXUAL HARASSMENT**

In the event the COMPANY receives a complaint or report of harassment, it will take all necessary steps to ensure that the matter is promptly investigated and addressed. Prompt and remedial action will be taken. The COMPANY is committed, and may be required by law, to take action if it learns of potential harassment, even if the aggrieved person does not wish to formally file a complaint. Every supervisor is responsible for promptly responding to, or reporting, any complaint or report of actual or suspected acts of harassment. Supervisors should immediately report any complaint about harassment to the Administrator or CEO. Failure by a supervisor to appropriately report or address such harassment complaints or suspected acts shall be considered to be in violation of this policy and grounds for discipline up to and including termination.

Care will be taken to protect the identity of the complaining person and of the accused party or parties, except as may be reasonably necessary to successfully complete the investigation. It is a violation of this policy for any person who learns of the investigation or complaint to take any retaliatory action which affects any person involved in an investigation. Any individual who engages in any type of retaliatory action will be disciplined up to and including termination.

The COMPANY will take appropriate corrective action. The COMPANY will inform the complaining person and the accused person of the results of the investigation and what actions will be taken to ensure that the harassment will cease and that no retaliation will occur. Any Employee, supervisor, manager or agent who has been found by the COMPANY to have harassed another person will be subject to sanctions appropriate to the circumstances, ranging from a verbal warning up to and including dismissal.

### **D. WHAT YOU SHOULD DO IF YOU BELIEVE YOU HAVE BEEN HARASSED.**

Any person who believes she or he has been the target of harassment, or who believes he or she have been subjected to retaliation, is encouraged to directly inform the offending person or persons that such conduct is offensive and must stop. If the Employee or Contractor does not wish to communicate directly with the alleged harasser or harassers, or if direct communication has been ineffective, then the complaining person must report the situation as soon as possible to the Administrator or CEO.

## **II. ADMINISTRATIVE POLICIES, RULES, REGULATIONS AND PROCEDURES**

All new “Office Employees” (as hereinafter defined; including full-time field staff average 27-30 visits per week consistently in assigned territory) are deemed to be on a “New Employee Status” for the first ninety (90) days of employment. Once an Office Employee has completed the first ninety (90) days of employment, the Office Employee is considered a “Regular Employee.”

### **A. PAY PERIODS AND PAY DAYS**

Employees will be paid every other Friday. Payroll will be closed at 5 p.m. on the Monday preceding the Friday payday. All paperwork through the previous Saturday will be accepted at this time. (We do, however, expect paperwork to be turned in at least 2-3 times a week). Any paperwork received after that deadline will be held for the following pay period.

All paperwork must be complete to be reimbursable and should be submitted to the office within 24-48 hours of the visit. For the protection of the employee, paychecks will not be distributed to them without proper identification, nor will they be given to another person without specific written authorization.

Terminating Employee’s last paycheck shall not be paid until his/her supervisor notifies the payroll clerk that all the Agency’s equipment, property, and other materials are returned. In the absence of the terminating Employee, the last paycheck will be mailed, provided the necessary clearances have previously been obtained.

### **B. WORKING HOURS**

COMPANY full-time Office Employees are generally scheduled to work forty (40) hours per work week. Field Staff is considered full-time by averaging 27-30 home visits per week consistently in the territory assigned by management and Clinical Supervisor. For purposes of calculating vacations, sick/personal days off, a total of at least two thousand eighty (2,080) hours actually worked shall constitute a benefit year. Specific day to day scheduling of precise working days and hours may vary, as established from time to time by the Administrator, Co-Owners and/or CEO.

NOTE: The COMPANY may agree to employ Office Employees for less than 40 hours per week, specifically to fulfill company needs. For purposes of receiving insurance benefits (See Section VI) an employee will be considered full-time when scheduled to work between 32 and 40 hours per week consistently. For all other benefits, i.e. vacations, sick/personal days, holidays, such benefits shall be prorated using 40 hours as the baseline. For an Office Employee who works less than 24 scheduled hours per week, no benefits shall accrue.

### **C. HEALTH CARE PROFESSIONAL EMPLOYEES**

Working hours and patient visits are as scheduled.

#### **D. ALL OFFICE EMPLOYEES-MANDATORY SCHEDULE**

Unless otherwise specified, normal working hours are as follows: The normal scheduled work day is 8 hours plus one-half (1/2) hour unpaid lunch break (at a time determined by the supervisor). The COMPANY's hours during which it is open to the public are from 8:30 a.m. to 5:00 p.m. No variance from an assigned work schedule is permitted without the prior approval of the Administrator, Co-Owners and/or CEO.

#### **E. OVERTIME**

Overtime for non-exempt Employees can be authorized and scheduled only by the Administrator, Co-Owners and/or the CEO. Non-exempt Employees shall not work overtime hours without prior authorization.

Overtime is considered any actual time worked in excess of forty (40) hours in a work week which has been properly authorized. All authorized overtime for non-exempt Employees will be paid at the rate of one and one-half (1 ½) times the regular straight time rate.

#### **F. TIMEKEEPING RECORDS**

All Employees are required to record their arrival and departure times from work and turn it in by Friday of the preceding week or the following Monday morning. Employees are under a legal and moral obligation to keep tract of actual time and to never turn in time logs with incorrect or fictitious amounts of time. Time logs require the approval of the immediate supervisor prior to submission to payroll. The COMPANY reserves to right to implement a time clock or other record keeping system, now, or in the future.

#### **G. MEAL PERIODS**

Lunch periods are scheduled by the supervisor and/or Administrator, CEO, according to Employees schedules and COMPANY needs. Employees are expected to observe the designated meal period times and return promptly to work when they are over. Because of COMPANY scheduling needs, an Employee may be required to deviate from his/her normal meal period and return to work immediately should his/her services be required.

#### **H. FILES-CHANGES IN PERSONAL INFORMATION**

Records of all Employees are maintained by the COMPANY. These records generally consist of the original application for employment, if any, other COMPANY required documents, and any subsequent records developed while working for the COMPANY, as well as those required to be maintained by law. In order to keep personnel records, particularly insurance information current, ALL Employees (including their qualified dependents) are required to promptly report any changes of name, address, telephone number, marital status, births or deaths in the immediate family, citizenship status, number of federal withholding exemptions, etc., to the Employee's supervisor so that all necessary records maintained by the COMPANY can be updated and processed. Such records are generally kept confidential and will not be released to third persons, or otherwise disclosed, except in accordance with law.

Employees are entitled to review and/or to receive copies of the contents of their personnel file upon request to their supervisor. The Employee must provide 48 hours notice of such request.

Employees whose classification and/or job for the COMPANY requires licensure and/or registry by the State of Michigan, and/or certification by an association, society and/or other organization must provide current information regarding the status of such licensure, registration and/or certification and shall provide copies of documents reflecting such status at the time of employment and at the time of any and all changes in status or information.

## **I. ATTENDANCE AND PUNCTUALITY**

Promptness and regular attendance are vital for the smooth operation of the COMPANY. Consequently, Employees are required to notify the Administrator, Co-Owners/CEO, any time circumstances require Employees to be absent, tardy, or in the event a Health Care Professional cannot make a scheduled patient home care visit. Occurrences of tardiness or absences will not be tolerated and will be carefully scrutinized.

## **J. PERSONAL TELEPHONE CALLS**

Telephones play a crucial role in the conduct of the COMPANY's day-to-day business. Consequently, use of COMPANY phones for personal telephone calls must be limited.

## **K. PERSONAL MAIL**

The COMPANY's mailing system is reserved exclusively for COMPANY business mail only. NO one is permitted to use COMPANY stationery or postage for personal mail. Personal (non-COMPANY) mail should not be sent to the COMPANY address. However, subject to existing priorities, personal mail received by the COMPANY will be forwarded to the Employee.

## **L. THE CLINICAL SUPERVISOR**

The Clinical Supervisor is the person primarily responsible for most Office Employee's as well as Health Care Professionals' activities. The Clinical Supervisor has responsibility to plan and direct work in order to meet certain standards and criterion, as well as patient needs. The COMPANY's Clinical Supervisor, as well as others comprising the COMPANY's higher level management group (which includes the Administrator, Co-Owners and/or CEO), have authority to terminate employment of Office Employees, as well as Health Care Professionals.

One of the Clinical Supervisor's primary responsibilities is to respond to job and assignment-related inquiries. The COMPANY supervisors have primary responsibility for evaluating work as well as related progress. If persons have questions or problems related to work, they are requested to discuss it at the earliest opportunity, first with their immediate supervisor and/or with the Clinical Supervisor, who will attempt to address the matter or will recommend that the person inquiring communicate with another management person for a proper response.



## **M. EMPLOYEE COMPLAINT PROCEDURES—OTHER THAN HARASSMENT**

The COMPANY's recognizes that as in any business organization, COMPANY Employees may become dissatisfied with various aspects of their employment, as where, for example, Employees believe they have not been treated fairly or where they do not know, understand, or agree with COMPANY policies and decisions regarding discharge or any other term, condition or privilege of employment. The COMPANY believes that there must be good and open understanding and communication throughout the organization in order for jobs and contract services to be carried out properly, and for the COMPANY's business to operate effectively. As started in the initial pages of this handbook, an open-door policy is in effect for COMPANY. The COMPANY maintains an important policy where Employees who become dissatisfied or unhappy, or would like to discuss a problem, are invited and requested to communicate directly with specified COMPANY management, provided the Employee communicates only through proper channels. The Employee is invited and requested to address the matter to the Clinical Supervisor if the issue pertains to clinical and/or professional, and/or the Administrator and/or Co-Owners/CEO if the issue is financial or business.

If the Employee is dissatisfied with a decision regarding dismissal, the review by the CEO or his designee/Co-Owners will afford the Employee an opportunity to present whatever evidence and argument the Employer believes appropriate, as well as an opportunity to rebut the testimony of others as it pertains to any issues reliant to the dismissal or contract termination. The Employee may be accompanied by a representative or legal counsel provided the Employee has provided at least ten (10) days advance written notice of his/her intent to be represented at the review, specifying the identity, relationship, and purpose of any persons accompanying Employee to the review, and the Employee may present the testimony of witnesses provided the Employee has provided at least ten (10) days advance written notice of the identity of the witnesses, and a general statement relative to the matters as to which each witness is expected to testify. The COMPANY shall have the right to present the testimony of rebuttal and other witnesses. During the period of time between the dismissal and the review, the employment of the Employee will be considered terminated without compensation or benefits. However, if the CEO or his designee/Co-Owners determines to reinstate the Employee, the COMPANY has the option to pay the Employee part of all back pay and benefits depending upon the specific facts, conditions, and determinations and/or may grant any other and further relief which the COMPANY deems appropriate.

Within ten (10) days after the CEO or his designee/Co-Owners completes the review, the CEO or his designee/Co-Owners will render a written final decision and provide as to whether or not the Employee will be offered reinstatement or employment and if so, will specify the conditions under which the offer of reinstatement is made.

As with all other COMPANY matters, a decision of the CEO and/or the Co-Owners is considered a final decision of the COMPANY.

## **N. LOSS OF COMPANY PROPERTY**

Employees may be issued specified equipment in order to perform COMPANY jobs. All such property belongs to the COMPANY, but is placed in the Employees' care and custody to enable the Employees to carry out COMPANY job and assignment responsibilities. Upon a termination of employment, all COMPANY property and items (including, but not limited to, beepers/pagers, uniforms, equipment, and other property) are required to be turned in to the supervisor. Employees will remain obligated for the replacement cost of items lost or not returned to the COMPANY.

## **O. APPEARANCE AND DRESS**

COMPANY Employees are expected to dress in good taste, and in a manner appropriate for their job or assignment responsibilities. Those Office Employees have regular contact with outside persons and/or patients are expected to dress in business-type attire worn by office personnel generally. Other job responsibilities, such as Health Care Professional Employees, may require different dress requirements, at the discretion of the COMPANY, and will generally be required to comply with written dress code policies from time to time promulgated during, and in the course of their relationship with the COMPANY.

## **P. MEDICAL DEVICE FAILURE REPORTS**

Any Employee who becomes aware that a medical device has or may have failed causing death or serious illness shall report such failure immediately to the COMPANY'S Clinical Supervisor.

For purposes of this policy, a medical device means any instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar articles, including any component, part or accessory which is: (1) recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them, (2) intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in man or other animals, or (3) intended to affect the structure or any function of the body of man or other animals, and which does not achieve its primary intended purposed through chemical action within or on the body of man or other animals and which is not dependent upon being metabolized for the achievement of its primary intended purposes.

## **Q. ACCOMMODATING DISABILITIES**

Any Employee who suffers from a disability which substantially limits a major life activity and which also interferes with their ability to perform the essential functions of their position, must submit an written request for a reasonable accommodation to the Clinical Supervisor within 182 days of the date the Employer knew or should have known that an accommodation was needed. This request will assist the COMPANY in meeting its important obligation under the Americans with Disabilities Act.

### **III. SALARY AND WAGE LEVELS – PROMOTION AND TRANSFERS**

#### **A. SALARY AND COMPENSATION LEVELS**

The COMPANY tries to establish competitive compensation levels. All decisions regarding compensation are made at the sole discretion of the COMPANY and are based on a variety of factors, including but not limited to performance, longevity and many other factors. The Performance of Office Employees is reviewed on a day-to-day basis. Formal reviews are done on a periodic basis. Various payment rates apply to the various types of Health Care Professionals providing the patient home health care services.

#### **B. ADVANCES AND LOANS**

It is the policy of the COMPANY not to make/pay monetary advances. Further, the COMPANY will not make loans or guarantee or co-sign promissory or other notes for Employees. The COMPANY does, however, reserve the right to analyze and consider individual requests for advances and/or loans in circumstances which the COMPANY deems to be genuine, bona fide emergencies.

#### **C. PAYROLL DEDUCTIONS**

Each Office Employee and Health Care Professional has a responsibility to examine his/her own compensation check and stub each pay period to assure accuracy. Any discrepancies or errors should immediately be brought to the attention of the immediate supervisor. Compensation check stubs identify amounts of money which have been deducted from your gross compensation which results in net compensation. By law, the COMPANY is required to deduct federal and state withholding taxes, as well as social security taxes and any garnishments from compensation.

#### **D. PROMOTION AND TRANSFER**

It is the COMPANY'S desire to endeavor to fill vacancies in Office Employee positions through promotions and transfers from within the COMPANY whenever possible, where there are current Office Employees who meet the necessary qualifications to fill such open employment positions. However, selections of persons to fill COMPANY'S job openings will be made solely at the discretion of the COMPANY. While past performance and potential are factors with respect to promotions and transfers, the COMPANY considers many different factors in making such determinations.

## **IV. SAFETY**

The COMPANY has great concern with respect to the safety of all its Employees. However, in order to assure a safe working environment, it is necessary for the COMPANY and the Employees to continually work together in the development and implementation of various safety rules and procedures designed to avoid and/or minimize injuries on and/or related to the job or assignment. The following is a summary and overview of the COMPANY'S safety policy.

### **A. IN GENERAL**

- Safety is a primary responsibility of each person;
- Each person is required to immediately report any and all unsafe conditions, persons or equipment;
- Each person is required to follow all COMPANY established safety and related procedures;
- Each person is required to immediately report all injuries/accidents no matter how slight or inconsequential;
- Health Care Professionals and others are expected and required to report any unsafe or dangerous conditions or circumstances existing or occurring in or about a patient's home; Health Care Professionals must report such unsafe conditions or circumstances immediately to their supervisor. Health Care Professionals must immediately leave any patient home environment where there exists a threat to their safety and accordingly take measures to provide safety to the patient (i.e. phone 911, escort patient out if necessary, consult Adult Protective Services).
- Each person may not perform any unsafe act; and
- Each person is required to follow Universal Precautions.
- Each person must refrain from engaging in any activity which constitutes a direct threat to any person's health, safety or well-being.

### **B. PROTECTIVE EQUIPMENT**

Each person is required to use available safety equipment, including, but not limited to, gown, safety glasses, latex or other gloves, and/or other protective items where required, and to observe Universal Precautions when treating patients; and

Employees are required to notify their supervisor in the event any safety equipment and/or supplies are missing, defective, or inoperable, and request that the missing safety equipment and/or supplies be supplied or replaced.

### **C. HOUSEKEEPING MATTERS**

Employees are required to keep their work areas clean and orderly, and to keep all machinery and equipment clean and properly maintained in accordance with maintenance schedules and/or supervisory directives;

ALL EMPLOYEES ARE REQUESTED TO EXERCISE COMMON SENSE AT ALL TIMES, AND SHOULD NEVER TAKE A CHANCE WHERE HEALTH AND SAFETY ARE CONCERNED.

### **D. SMOKING**

The COMPANY'S offices are designated as a non-smoking facility. No smoking is permitted on the premises. There is an outdoor areas designated for smoking which must be kept free of litter/debris. Smoking breaks must be kept to a minimum. Smokers will be expected to adjust their work hours accordingly to compensate for these breaks. Abuse of this privilege will result in policy change that excludes all smoking.

### **V. ABSENCE FROM WORK**

Everyone is expected to be punctual in reporting for work. A person is considered absent from work if not present during assigned working hours, including reporting late for work, returning late from lunch or break, or where he or she has not received advance permission for an absence. All persons are obligated to inform their immediate supervisor prior to any planned absence, and as soon as is reasonable possible following any unplanned absence. COMPANY policies relative to specific types of absences from work are set forth below. Except as may otherwise be provided, an Employee or Contractor who does not report for work and does not communicate with the COMPANY as required respecting the absence from three (3) working days or more, may be deemed to have constructively terminated his/her own employment or relationship with the COMPANY.

#### **A. TARDINESS**

This is an abbreviated form of absence for reasons beyond the immediate control of Office Employees such as inclement weather, traffic conditions, transportation, domestic related problems, and the like and is excusable only at the discretion of the tardy Office Employee's immediate supervisor. The tardy Office Employee must make every reasonable effort to contact the immediate supervisor if a delay of thirty (30) or more minutes is probable. If a message is left with the answering service, a call must also be made to the applicable supervisor. Hourly paid Office Employees will receive pay only for time actually worked. Frequent repetitive occurrences of tardiness are not permissible.

Health Care Professionals have significant responsibility with respect to providing timely home health care visits, particularly to high risk patients, or other patients whose physical or mental condition could be adversely affected where the scheduled home health care visit is not timely performed.

Consequently, if an home Health Care Professional knows that he/she will be delayed in making the scheduled visit, particularly where the visit involves a high risk patient, the Health Care Professional should contact the office to report that he/she will be delayed, and if the delay or inability to make the scheduled home visit would or could result in adverse consequences to the patient, the COMPANY may determine to send another home Health Care Professional to make the home care visit.

## **B. LEAVES OF ABSENCE**

Office Employees who will be away from work for more than five (5) days for reasons other than illness or disability or vacation, or for more than ten (10) consecutive days due to illness or disability, may, at the discretion of the COMPANY, be granted a leave of absence. All leaves of absence must be approved in advance by the Administrator, Co-Owners and/or CEO. A written request specifying as much detail as possible relative to reasons for the leave, must be submitted to management as far in advance of the leave as possible.

## **C. THE FAMILY AND MEDICAL LEAVE ACT OF 1993**

The Family and Medical Leave Act of 1993 (hereinafter the “Act”) required covered employers to provide up to twelve (12) weeks of unpaid, job protected leave to qualified Employees for specified reasons. Qualified Employees are those which have worked for a covered employer for at least one year, working at least one thousand two hundred fifty (1,250) hours over the preceding twelve (12) months, for employers employing at least fifty (50) Employees within seventy-five (75) miles. The 12 month period in which the 12 weeks of FMLA leave may be taken will be designated by each calendar year.

### **1. Eligibility**

An eligible Employee is entitled to a total of 12 work weeks of unpaid leave during the above 12-month period for one or more of the following:

- (1) because of a birth of a child of the Employee in order to care for that child;
- (2) due to the placement of a child with the Employee for adoption or foster care;
- (3) in order to care for the Employee’s spouse, child or parent, if the spouse, child or parent has a serious health condition; and/or
- (4) due to a serious health condition that makes the Employee unable to perform the functions of his/her job.

If both a husband and wife are employed by the COMPANY, the aggregate number of work weeks of leave to which both are entitled is limited to 12 weeks during the 12-month period, if the leave is for reasons 1, 2 and/or 3 above. An eligible part-time Employee is entitled to FMLA leave on a pro-rata basis only.

An Employee's right to leave for the birth and care of a child or for the placement of a child with the Employee for adoption or foster care expires at the end of the 12-month period beginning on the date of the birth or placement.

## **2. Notice of Need for FMLA Leave**

An Employee must provide the COMPANY with at least a 30-day notice of the need to take a FMLA leave where the need is foreseeable. If the Employee fails to give 30 days notice, the COMPANY may deny the Employee FMLA leave until at least 30 days after the Employee made the leave request. Where the need for a leave is not foreseeable, the Employee must provide notice as soon as practical, which will mean at least a verbal notification within two business days of when the need for leave becomes known to the Employee. Notice may be given by telephone, fax or other electronic means, and may be given by the Employee or an adult family member.

## **3. Leave Request**

When requesting any time-off from work, Employees are required to complete the COMPANY'S "Request for Time-Off Work" form. When time-off is requested, the COMPANY will inquire about the circumstances for the purpose of determining whether the requested time-off appears to qualify as FMLA leave. Any request determined by the COMPANY to qualify as FMLA leave will be credited against the Employee's FMLA leave for the 12-month period described in Section A. The Employee will be told whether the time-off qualifies as FMLA leave before the start of the leave, or as soon thereafter as is practical but, in any event, before the end of the leave.

## **4. Use of Paid Time Off**

When time-off work qualifies as FMLA leave, the Employee is required to first exhaust all earned and/or accrued paid time-off which will be credited against their FMLA leave. For example, if an Employee has earned and/or accrued paid vacation, the COMPANY requires the Employee to apply that leave time to his or her FMLA leave until the earned and/or accrued paid leave time is exhausted. The COMPANY also requires that any earned and/or accrued paid vacation, personal or medical/sick leave be exhausted before the Employee takes any unpaid FMLA leave to care for the Employee's own serious health condition or that of a spouse, child or parent. Any remaining FMLA leave to which the Employee is entitled will then be taken on an unpaid basis.

## **5. Medical Certification**

An Employee who requests leave to care for the Employee's seriously ill spouse, child or parent, or due to the Employee's own serious health condition that makes the Employee unable to perform the duties of

his or her position, must furnish the COMPANY with an appropriate medical certificate completed by the Employee and the Employee's health care provider. Under most circumstances, the certificate must be provided within 15 calendar days from the date that the COMPANY request medical certification. When an emergency or unusual condition exists, the certificate must be provided within a reasonable time (normally 21 calendar days) for the date that the COMPANY requests the certification. Failure to timely provide a completed certification will result in delay of the FMLA leave request until the certification is submitted.

If the COMPANY disagrees with the medical certificate, the COMPANY may request a second opinion at its own expense. If the opinion of the Employee's and the COMPANY's designated health care providers differ, the COMPANY will require the Employee to obtain certification from a third health care provider who is approved by both the COMPANY and the Employee. The opinion of the third health care provider will be final and binding. If the Employee fails to act in good faith in approving the third health care provider or refuses to be examined or to cooperate in the examination by the third health care provider, the Employee will be bound by the second certification.

After an Employee has been on FMLA leave for 30 or more consecutive days, a recertification must be supplied to the COMPANY every 30 days. The COMPANY may require recertification more often.

## **6. Intermittent/Reduced Leave Schedule**

If an Employee requests intermittent leave, or leave on a reduced leave schedule, the Employee must advise the COMPANY (1) why the intermittent/reduced leave schedule is medically necessary, and (2) of the schedule for treatment. The Employee is required to meet with the COMPANY to work out a treatment schedule which meets the Employee's needs without unduly disrupting the COMPANY's operations. The Employee should meet with the COMPANY before treatment is scheduled. If the meeting takes place after treatment has been scheduled, the COMPANY may, in certain instances, require the Employee to attempt to reschedule treatment.

The COMPANY may assign an Employee to an alternate position with equivalent pay and benefits, but not necessarily equivalent job duties that will better accommodate the Employee's intermittent or reduced leave schedule. While the COMPANY may also transfer the Employee to a part-time job with the same hourly rate of pay and benefits, the Employee will not be required to take more leave than is medically necessary. When a transfer to a part-time position has been made to accommodate an intermittent or reduced leave schedule, the COMPANY will continue group health benefits on the same basis as provided for a full-time Employee for the 12 weeks of FMLA leave.

While intermittent and reduced leave schedule are available to an Employee for prenatal care, they are not available for the birth or placement of a child for adoption or foster care.

## **7. Group Health and Other Benefits**



In general, an Employee on FMLA leave will be entitled to continue to receive group health benefits under the same terms and conditions as he or she received those benefits prior to taking the leave. An Employee may elect, however, not to continue group health benefits for the time that he or she is on unpaid FMLA leave. An Employee who wishes to continue group health benefits while on unpaid FMLA leave must make arrangements with the COMPANY.

The COMPANY will continue coverage for benefits other than group health to an Employee on FMLA leave.

## **8. Return to Work**

Upon conclusion of FMLA leave, an Employee will be returned to the same position the Employee held when the leave commenced or to an equivalent position with equivalent benefits, pay, and other terms and condition of employment. However, an Employee who takes FMLA leave due to the Employee's own serious health condition must provide, prior to resuming work, a certification from the Employee's health care provider indicating the Employee is medically able to resume work. The Employee will not be allowed to return to work until acceptable certification is provided.

## **9. Key Employees**

A "key" Employee is an eligible salaried Employee who is among the highest paid 10% of all COMPANY Employees within 75 miles of his or her work site. While the COMPANY will not deny FMLA leave to an eligible key Employee, the COMPANY may deny job restoration where the restoration will cause the COMPANY substantial and grievous economic injury or substantial long-term economic injury. An Employee who is designated as a key Employee will generally be notified of that fact when he or she requests FMLA leave, or at the commencement of such leave, whichever occurs first. If, however, notice cannot be given at that time because of the need to determine whether the Employee is a key Employee, the Employee will be notified as soon as practical.

Where the COMPANY determines that it will deny restoration of employment to a key Employee, the COMPANY will issue a hand-delivered or certified letter to the Employee explaining the basis of its finding that the requisite injury to the COMPANY exists. Where practical, the COMPANY will communicate this determination prior to the commencement of the FMLA leave to assist the key Employee in determining whether to take, or forego, FMLA leave. If the FMLA leave has already commenced, the key Employee will be provided a reasonable amount of time to return to work after being notified of the COMPANY'S decision to deny reinstatement.

If a key Employee does not return to work in response to the COMPANY'S notification of its decision to deny restoration of employment, the COMPANY will continue to provide health benefits (where applicable) during the leave and the COMPANY will not seek to recover its cost of premiums. A key

Employee's FMLA rights will continue until the Employee gives notice that he or she no longer wishes to return to work or until the COMPANY denies reinstatement at the end of the leave period.

At the end of the FMLA leave period, the key Employee has the right to request reinstatement and have the COMPANY reevaluate the extent of its injury due to the requested reinstatement based on the facts at that time. If the COMPANY again determines that the reinstatement will cause the requisite injury, the key Employee will be notified in writing by a hand delivered or certified letter of the denial of his or her reinstatement to employment. If the COMPANY finds that reinstatement will not result in the requisite injury, the key Employee will be granted reinstatement.

## **10. Notice Regarding Not Returning to Work**

Any Employee (including a key Employee) who is on FMLA leave and decides that he or she will not return to work upon conclusion of the FMLA leave must notify the COMPANY in writing within 5 days of that decision. During any FMLA leave which extends for 30 or more continuous days, at the end of each 30 days interval, the Employee must provide the COMPANY with a written report of the Employee's status and date of expected return to work. If an Employee's expected date of return to work changes, the Employee is required to notify the COMPANY 5 days before returning to work.

## **11. Repayment of Group Health Benefits**

If, after taking FMLA leave, an Employee fails to return to work for a reason other than the Employee's serious health condition or that the Employee's child, spouse or parent, or a reason that is beyond the Employee's control as determined by the COMPANY in accordance with the FMLA, the Employee must reimburse the COMPANY for the group health benefit premiums paid by the COMPANY during the Employee's unpaid FMLA leave. An Employee will be considered as having returned to work only after he or she has returned to work for at least 30 calendar days.

Where an Employee fails to return to work due to a serious health condition, the COMPANY requires the Employee to provide medical certification of that health condition within 30 days from the date of the COMPANY's request. If a completed certification is not timely provided, the Employee must reimburse the COMPANY for the group health benefit premiums paid by the COMPANY during the Employee's unpaid FMLA leave.

Prior to commencing FMLA leave, the Employee is required to sign specific form(s) stating that, if the Employee fails to return to work following the leave for reasons other than a serious health condition or for a reason beyond the Employee's control, he or she consents to have the amount which must be reimbursed to the COMPANY for group health benefit premiums deducted from any wages, vacation pay, severance payments or other amounts which the employer owes to the departing Employee.

## **12. Other Information**

The COMPANY provides FMLA leave benefits under its Policy only to the extent required by Federal law.

### Enforcement of Act

- Complaint investigation and resolution may be undertaken by the United States Department of Labor relative to violations;
- Employees whose rights under the Act are violated may have the right to assert a civil claim against the COMPANY.

The Act does not affect federal or state laws prohibiting discrimination or supersede state or local laws or collective bargaining agreements requiring employers to provide greater family or medical leave rights.

The foregoing provisions are provided only as a general overview of certain important provision of the Act to provide general familiarity with those provisions. Employees requiring additional information are encouraged to make a request to the COMPANY, or may contact the United States Department of Labor, Wage and Hour Division.

## **VII. SICK AND PERSONAL DAYS FOR NON-EXEMPT EMPLOYEES**

All full-time Regular non-exempt Office Employees may earn up to five (5) paid (i.e. 2,080 hours) sick/personal days for each completed period during which Employee works full time for the COMPANY. A “bank” for each Employee will be established. No paid sick/personal days, however, may be taken by a New Employee during the first ninety (90) days of the first year of employment for the COMPANY. Earning of paid sick/personal days will accrue from the Employee’s employment anniversary date through the end of the calendar year on a pro rata basis – 2.5 sick days are accrued for every 6 months. Use of earned paid sick/personal days must be approved by the Administrator, Co-Owners and/or CEO. Sick days in excess of twenty (20) days shall not vest. Accordingly, accumulated sick/personal days not used by the end of the calendar year will carry over into the following year, but in no event will there be greater than thirty days accumulated in an Employee’ bank.

Sick and personal days are intended to be used only Employees who continue their employment with the COMPANY. Accordingly, such days do not vest for any reason other than reimbursing an Employee for lost wages during a period of illness or personal need. No compensation will be paid for unused sick/personal days upon an Employee’s departure from the COMPANY.

- The date of hire of Employee is considered as the first day and accumulation begins from this point to vest for sick/personal days.
- An Office Employee desiring to return to work after any leave, extended time off (i.e. more than five (5) work days) or vacation, must contact the immediate supervisor before returning to work.
- Sick/personal days must be first exhausted during Family Medical Leave Act (FMLA).

- It is against COMPANY policy to take time off without pay unless specifically approved in advance of the Administrator, Co-Owners and/or CEO.

## **VIII. EMPLOYEE BENEFITS**

### **A. HOLIDAYS**

All full-time Regular Office Employees will qualify for the following paid days off as paid holidays:

- New Year's Day (legal)
- Memorial Day
- Fourth of July—Independence Day (legal)
- Labor Day
- Thanksgiving Day
- Christmas Day (legal)

Holiday pay will not be paid to a non-exempt Employee who fails to work the scheduled work day before or after the holiday, unless such Employee has made prior arrangements with the Administrator, Co-Owners and/or CEO with respect to taking such days off. When a COMPANY paid holiday occurs during a regular scheduled vacation, the non-exempt Employee will be entitled to an additional vacation day and the non-exempt Employee will receive the applicable holiday pay. Exempt COMPANY Employees will receive their regular salary for any week in which there is a recognized holiday.

### **B. VACATION**

All Regular full-time Office Employees meeting specific length of service and other requirements will qualify for vacation time off. The Employee's formal date of hire serves as the base for vacation accrual. Vacation time off accrues, pro rata, only at the end of a calendar month as follows:

- After one (1) full year, but less than (4) full years from the formal anniversary date of hire, one (1) week (40 hours) of vacation time off; and
- After the fourth (4<sup>th</sup>) full year from the formal date of hire, and each anniversary thereafter, two (2) weeks (80 after) of vacation time off.

Vacation time vests at the end of six (6) months intervals (using the Employee's anniversary date as the starting time for measuring such intervals). One-half (1/2) of the vacation is deemed vested at the end of the first six months, and the remainder of the vacation is deemed vested at the end of the next six (6) month interval. Therefore, 2.5 days for every 6 months.

An Employee desiring receipt of his vacation pay at the start of vacation must make prior arrangements with the COMPANY by making a formal request at least two (2) weeks prior to the start of vacation.

An Employee meeting the prerequisite length of service and other requirements may earn and carry over, from calendar year to calendar year, up to seven (7) days (56 hours) of vacation reserve. However, no more than one-half (1/2) of earned vacation time may be "cashed in" (i.e. where the Employee receives compensation in lieu of vacation days off) during each anniversary year. The COMPANY

requires that a minimum of one-half (1/2) of all earned vacation time actually be used as time off by Employees during the relevant anniversary year. If at the end of a calendar year for a relevant anniversary year, the Employee has earned unused vacation time in excess of the seven (7) day vacation reserve, the Employee shall be cashed in for all earned vacation time in excess of the seven (7) day vacation reserve. One (1) day of vacation equals eight (8) hours of straight time pay. Except as may otherwise be provided, vacation days may be used in whatever combination the Employee wishes, but it is the COMPANY's preference to grant vacation time in not less than full-week segments. All vacation days must be approved in advance by the supervisor, who should be notified at least one month before the desired vacation start. In case of a conflict of proposed vacation dates between Employees, and in the absence of special mitigating circumstances, the COMPANY will resolve the conflict based upon COMPANY needs and fairness under the then existing circumstances. Single day vacation requests must be submitted to the Administrator, Co-Owners and/or CEO and approved at least two (2) working days in advance of the desired vacation day. Same day vacation requests generally will not be honored.

Pay for each week of vacation earned will be computed on the basis of a forty (40) hour week at the non-exempt Employee's current straight time hourly rate. Exempt Employees will receive their current regular salaries during vacation time off.

Consistent with applicable law, the COMPANY may modify, add and/or eliminate any and all insurance coverages, similar benefits, or other welfare and/or benefit plans with or without advance notice, in the COMPANY's discretion and as future conditions warrant. All benefits are governed by applicable plans.

### **C. WORKERS' COMPENSATION INSURANCE**

The COMPANY provides workers' disability compensation insurance which may be applicable in the event of a work related accident, illness or injury.

### **D. SOCIAL SECURITY**

Federal law requires that the COMPANY withhold specified percentages of pay and that the COMPANY pay the withheld monies so that the Employee may participate in the Social Security Program. The Social Security Program provides qualified participants meeting specified conditions with supplemental income, medical and other benefits in the case of disability and/or old age, as more specifically provided under federal law. The Social Security program also provides certain benefits to survivors of deceased participants. For more detailed information, contact the local branch of the Social Security Administration.

### **E. BEREAVEMENT LEAVE**

Regular Employees will be paid up to three (3) days for bereavement leave in connection with a death that occurs in their immediate family, provided that:

- The absence occurs during the period beginning on the date of death and ending with the day after the funeral, and

- The absence occurs during the Employee's regularly scheduled work week.

The immediate family is defined as the Employee's spouse, parents, children, brothers, sisters, grandparents and spouse's parents.

The COMPANY should be notified immediately of the health of any member of an Employee's immediate family.

## **F. JURY DUTY**

A Regular Employee who is summoned and reports for jury duty as prescribed by applicable law, shall be paid by the COMPANY an amount equal to the difference between the amount of wages (excluding shift premium) the Employee otherwise would have earned by working straight time hours for the COMPANY on that day and the daily jury fee paid by the court, for each day on which the Employee reports for or performs jury duty and on which the Employee otherwise would have been scheduled to work for the COMPANY up to a maximum of 60 days in any calendar year. Such payments will not be made, however, for an Employee who, without being summoned, volunteers for jury duty.

In order to receive payment, an Employee must give the COMPANY prior notice of having been summoned for jury duty and must furnish satisfactory evidence of reporting for or performing jury duty on the days for which the Employee claims such payment.

Where an Employee's jury duty would create a severe hardship for the COMPANY or the Employee, the COMPANY may attempt to persuade the court to excuse the Employee from such jury duty.

## **VIII. DRUG AND ALCOHOL FREE WORKPLACE POLICY**

Illegal drugs and alcohol in the workplace are a danger to the COMPANY and all its Employees, patients and others. Illegal drugs and alcohol affect safety and health, promote criminal activity, lower productivity and quality, and undermine confidence in the COMPANY's personnel and services. The COMPANY will not tolerate the use of illegal drugs and/or alcohol. In order to communicate the COMPANY's position with respect to illegal drug and alcohol use, and in order to comply with law, the following policies have been adopted.

Consistent with applicable law, all Employees are **absolutely prohibited** from unlawfully manufacturing, distributing, dispensing, possessing, or using illegal substances, using alcohol, or otherwise becoming intoxicated or impaired in the workplace or elsewhere while engaged in the COMPANY's business.

The COMPANY will not tolerate any Employee violating the above policy, and any such offenses are subject to termination of employment or contract.

Employees who volunteer information regarding chemical dependency problems may be able to obtain information regarding rehabilitation. At present, however, the COMPANY does not have any formal drug assistance or rehabilitation program in effect, but rather, will endeavor to obtain information

regarding various sources and programs in which the Employee may be able to receive rehabilitation information and/or assistance.

While the COMPANY does not presently have in effect, nor does it contemplate effectuating a formal drug and alcohol testing program, the COMPANY reserves the right to implement such policy and/or programs at any times.

Any Employee convicted of violating a criminal drug statute in the COMPANY workplace must inform the COMPANY of such conviction (including pleas of guilty and nolo contendere) within **five (5) days of the conviction occurring**. Failure to so inform the COMPANY subjects the Employee to disciplinary action, up to and including termination. The COMPANY reserves, however, the right to offer Employees convicted of violating a criminal drug statute in the workplace, participation in an approved rehabilitation or drug abuse assistance program as an alternative to discipline. If such a program is offered and accepted by the Employee, then the Employee must satisfactorily participate in and complete the program as a condition of continued employment.

Please refer any questions on the foregoing policy to your supervisor or higher management personnel.

## **IX. SECURITY PROVISIONS—NON-DISCLOSURE AND/OR USE OF COMPANY TRADE SECRETS, CONFIDENTIAL INFORMATION AND REQUIRED RECORDS**

### **A. SECURITY OBLIGATIONS**

Through its own efforts and at great expense, the Company has developed and acquired a wealth of information and know-how which is unique to the COMPANY, which provides the COMPANY with a competitive advantage in the home health care and related industries, which the COMPANY considers to be “Trade Secrets” (as hereinafter defined). In addition, the COMPANY has created and has accumulated a great wealth of valuable “Confidential Information” (as hereinafter defined) relating to the COMPANY’s business, which, if disclosed to or used by a competitor, would cause the COMPANY great harm and irreparable injury. In addition, the COMPANY is required by law to create and maintain specified records relative to its activities, its participants, its patients, treatment and/or services provided to patients, its Employees, and more. Such “Required Records” (as hereinafter defined) are treated as “Confidential Information.” The purpose of this section is to provide Employees with a complete understanding of the nature and importance of the COMPANY’s Trade Secrets and Confidential Information and to clearly set forth the legal and ethical obligations imposed upon Employees to protect the COMPANY’s Trade Secrets and Confidential Information during the course of employment with the COMPANY, and afterwards.

A “Trade Secret” generally means the whole or any portion of phase of a scientific or technical information, design, process, procedure, technique, or improvement that is valuable and secret (in the sense that it is not generally known to COMPANY’s competitors). To the extent consistent with the foregoing, Trade Secrets include (without limitation) the specialized information and technology respecting COMPANY’s techniques, processes, procedures and services for the COMPANY’s patients.

“Confidential Information” includes any data or information, including Required Records, other than Trade Secrets, that is material or important to the COMPANY and not generally known by the public. To the extent consistent with the foregoing, Confidential Information includes (without limitation): cost data, the identifies and locations of vendors and other sources furnishing goods, materials and services to the COMPANY and the terms of such arrangements (including prices) negotiated by the COMPANY; data and records relating to sales, profit and performance,; patient lists, files and records; financial information that has not been released to the public by the COMPANY; future business plans, strategies and advertising campaigns; pricing, sales, training and all other COMPANY manuals; financing methods of the COMPANY; the special demands of particular patients, and the current and anticipated requirements of patients generally for the COMPANY’s products and services; the specifications of any new products or services under development; the identifies and locations of the COMPANY’s patients and referral sources.

“Required Information” shall also be deemed Confidential Information for purposes of the COMPANY’s policies. Required Information consists of “Patient Information” as hereinafter defined, and “Employee Information” as hereinafter defined. In addition to the security provisions imposed by the COMPANY with respect to Patient Information and Employee Information, Employee should recognize that use and disclosure of Patient Information and Employee Information is subject to various legal requirements as they may change from time to time, any and all of such legal requirements being specifically adopted by COMPANY herein as a COMPANY requirement and policy.

“Patient Information” includes, but is not limited to, all information about or concerning a COMPANY patient. Without limiting the generality of the foregoing, Patient Information includes all patient files, records, and related documents and materials, including, but not limited to, information relative to the specific needs, preference and/or demands of particular patients and the current as well as anticipated needs and requirements of particular patients; general information about patients, including, but not limited to, patient names, addresses, ages, marital status, telephone numbers, and all other personal information provided by a patient; Patient Information also includes treatment related information, including , but not limited to, treatment records, x-rays, test results, progress and other notes, worksheets, correspondence, reports, records (including records and reports from outside physicians and/or other outside Health Care Professionals), evaluations, comments, medical progress notes, billing information, payment information, insurance and/or other third-party payor related information, diagnosis, recommendations, presumptions, information relating to courses of aid, treatment and/or therapy, plan of care, patient histories, descriptions, applications, questionnaires, identities of physicians, drugs, prescriptions, dietary needs and treatment, activity orders, clinical and progress notes, summary reports, discharge summaries, and all other materials, information and/or things submitted by, or in behalf of a patient relative to the patient’s receipt of treatment and/or other services provided by the COMPANY, and related to the COMPANY’s billing requirements.



“Employee Information” includes, but is not limited to, all employment related writings, documents, materials and other things, submitted by Employees to COMPANY, including, but not limited to, employment applications, contracts, agreements, reference documents, resumes; copies of documents submitted to satisfy requirements of the I-9 form such as copies of driver’s license, social security care, citizenship and related work-permit documents; tax information, including, but not limited to, W-4 forms; copies of all documents of Employee relative to licensure, certification and/or accreditation, and related documents, materials and things evidencing compliance with all legal requirements prerequisite to engaging in applicable trade and/or profession and/or employment; medical and health related information including, but not limited to, documents evidencing results of medical or similar testing or examinations, including, but not limited to, T.B. skin tests, x-rays, drug and/or alcohol related tests, results of medical examinations, correspondence concerning Employees from other health Care Professional persons, entities and/or institutions; written certification of Employees’ mandatory professional liability insurance with all required endorsements; written certification of Employees’ mandatory automobile insurance with all required endorsements; employment and performance and related evaluations, appraisals, critiques and/or similar materials, and all other related Employee Information.

In order to protect the COMPANY’s Trade Secrets and Confidential Information (including Required Information), and in order to provide the COMPANY with the security it requires as a basis for granting Employees access to its Trade Secrets and Confidential Information (including Required Information) and to assure compliance with all legal requirements, all Employees are required to adhere to the following rules and regulations as conditions to, and covenants of, during and after their employment:

DURING THE PERIOD OF EMPLOYMENT FOR THE COMPANY, AND FOR SO LONG THEREAFTER AS THE PERTINENT IDEAS, INFORMATION, AND OTHER MATERIALS AND THINGS REMAIN TRADE SECRETS AND/OR CONFIDENTIAL INFORMATION, EMPLOYEES SHALL NOT DISCLOSE OR PROVIDE TO ANYONE, AND WILL NOT USE, MODIFY, COPY OR ADAPT (EXCEPT IN THE COURSE OF PERFORMING THEIR EMPLOYMENT DUTIES FOR THE COMPANY) ANY TRADE SECRETS AND/OR CONFIDENTIAL INFORMATION OF THE COMPANY WITHOUT FIRST OBTAINING THE COMPANY’S PRIOR WRITTEN CONSENT.

THE OBLIGATION NOT TO USE, COPY, DISCLOSE, OR PROVIDE TO THIRD PARTIES THE COMPANY’S TRADE SECRETS AND/OR CONFIDENTIAL INFORMATION SHALL SURVIVE ANY AND ALL TERMINATIONS OF EMPLOYMENT WITH THE COMPANY AND BE FULLY ENFORCEABLE BY THE COMPANY THEREAFTER.

UPON THE TERMINATION OF EMPLOYMENT FOR ANY REASON, AND UPON THE DISCHARGE OF EACH AND EVERY PATIENT, EACH EMPLOYEE SHALL LEAVE WITH THE COMPANY, ORIGINALS AND ALL COPIES OF ALL MATERIALS CONTAINING ANY TRADE SECRETS AND/OR CONFIDENTIAL INFORMATION DESIGNATED AS SUCH BY THE

COMPANY, INCLUDING, BUT NOT LIMITED TO, WORK COPIES OF ALL PATIENT RECORDS.

AFTER THE TERMINATION OF EMPLOYMENT FROM THE COMPANY, AN EMPLOYEE SHALL NOT DIRECTLY OR INDIRECTLY COMPETE WITH THE COMPANY BY DIRECTLY OR INDIRECTLY PROVIDING TREATMENT, THERAPY AND/OR OTHER HOME HEALTH CARE RELATED SERVICES TO, OR FOR THE BENEFIT OF A PATIENT OF THE COMPANY FOR A PERIOD OF TWO (2) YEARS. THE EMPLOYEE SHALL REFRAIN FROM ACTUALLY PERFORMING SERVICES DIRECTLY OR INDIRECTLY, TO OR FOR THE BENEFIT OF A PATIENT OF THE COMPANY WHETHER AS PRINCIPAL, AGENT, EMPLOYEE, CONSULTANT, CONTRACTOR, CO-VENTURER, SHAREHOLDER, PARTNER, SOLE PROPRIETOR, OR OTHERWISE, NOR SHALL EMPLOYEE SERVICE, OR ATTEMPT TO SOLICIT THE SALE OF ANY SERVICES TO ANY PATIENT OF THE COMPANY. NOR SHALL EMPLOYEE ENGAGE IN ANY ACT AND/OR COURSE OF CONDUCT, DIRECTLY OR INDIRECTLY, WHICH INTERFERES WITH OR HARMS THE COMPANY'S BUSINESS AND SHALL NOT KNOWINGLY SOLICIT, RECRUIT, ENTICE, OR PERSUADE ANY OTHER EMPLOYEES OF THE COMPANY TO LEAVE THE SERVICES OF THE COMPANY FOR ANY REASON WHATSOEVER.

PATIENT RECORDS SHALL BE KEPT IN DESIGNATED FILES AND SHALL NOT BE COPIED OR REMOVED FROM THE COMPANY PREMISES WITHOUT PRIOR WRITTEN AUTHORIZATION FROM COMPANY MANAGEMENT. PATIENT RECORDS SHALL NEVER BE IMPROPERLY ALTERED, FALSIFIED, OR IMPROPERLY USED OR REMOVED.

From time to time, the COMPANY may require that its Employees, particularly its Health Care Professional Employees, execute separate written contracts and other documents containing covenants and agreements with the COMPANY, in the foregoing or similar restrictive language.

**X. COMPANY'S OWNERSHIP OF INVENTIONS AND OTHER DEVELOPMENTS**

The COMPANY owns and controls all proprietary technology and all financial, operating and training ideas, processes and materials, including works of expression and all copyrights of such works, that are developed, written, or conceived by Employees during the course of their relationship with the COMPANY to the extent they related to the COMPANY's current or potential business and/or patients. Employees are required to disclose, deliver, and assign to COMPANY, all such patentable inventions, discoveries and improvements; trade secrets; and all works subject to copyright, and Employees are required to execute all documents, patent applications, and writings necessary to further document such ownership and/or assignments and to take whatever steps may be needed to give the COMPANY the full benefit of them. All copyrightable materials generated or developed by Employees during the course of their employment or contract with the COMPANY, are considered works made for hire under the copyright laws of the United States and that they shall, upon creation, be owned exclusively by the COMPANY. To the extent that any such materials, under applicable law, may not be considered works

made for hire, Employees are required to assign to the COMPANY all ownership of all copyrights and such materials, without the necessity of further consideration, and the COMPANY shall be entitled to register and hold in its own name all copyrights in respect to such materials.

## **XI. CONDUCT AND PERFORMANCE**

### **A. IN GENERAL**

All COMPANY Employees are required to conduct themselves responsibly, and in accordance with all COMPANY rules and regulations regarding conduct, and where applicable, in accordance with all legal requirements related to licensure or similar certification. Consistent with applicable law, conduct in violation of law and/or of COMPANY rules, or other improper conduct including, but not limited to, vulgarity, gossiping, spreading rumors, profanity, loudness, workplace intoxication, and/or other disruptive conduct will not be tolerated by the COMPANY.

The COMPANY embraces the following general rules with respect to Employee conduct and performance. While the COMPANY does not intend the following list to be all inclusive, any of the following may lead to immediate disciplinary action, up to and including discharge.

- Dishonesty in any form or degree; supplying false or misleading information and/or omitting to truthfully and completely disclose requested information in conjunction with employment, including applying for employment;
- Being under the influence of, or in the possession of, or using, or selling, or distributing, or receiving, illegal drugs while on COMPANY premises, or while away on COMPANY business;
- Being under the influence of, or in the possession of, or using, or selling, or distributing, or receiving, alcoholic beverages while on COMPANY premises, or while away on COMPANY business;
- Damage, destruction, or loss to COMPANY property due to careless, negligent, intentional or willful acts;
- Unauthorized removal or use of property belonging to the COMPANY, its patients, or another Employee;
- Insubordination, immoral, disrespectful, obscene, annoying and/or indecent conduct;
- Fighting, gambling, horseplay, use of profane, obscene, threatening, or abusive language on COMPANY property, or while conducting COMPANY business;
- Possession of fire arms or other weapons not authorized by COMPANY on COMPANY premises, or while conducting COMPANY business, even where the fire arms or weapons are legally owned or lawfully possessed;

- Loafing, wasting time, sleeping on the job, inefficient performance of duties, incompetence, failure/refusal to perform work as directed, or other neglect of duties;
- Negligence in observing fire prevention, Universal Precautions, and/or other safety rules and regulations, including failing to immediately report job related accidents, injuries, and/or illnesses to the COMPANY;
- Absence, tardiness, leaving work early without permission, and/or not calling in to report the same;
- Inability or unwillingness to work in harmony with other Employees, patients or others, discourtesy to, or bad treatment of patients, or other persons doing business with the COMPANY;
- Making an excessive number of personal phone calls during working hours and/or making any unauthorized long distance calls using COMPANY phones;
- Falsification, alteration and/or unauthorized removal of time or other COMPANY records, including, but not limited to, Patient Record and Employee Records, failing to timely and/or completely create and/or turn in patient related records; failure of Office Employees to be present in the COMPANY offices when scheduled without the prior approval of the Direct Supervisor or Manager.
- Engaging in any discriminatory and/or harassing conduct involving the COMPANY, its patients and/or its Employees;
- Failing to immediately disclose loss of licensure and/or certification required in order for the Employee to lawfully provide home health services to patients;
- Making or publishing false, untrue, or misleading statements concerning the COMPANY, any of its Employees, patients, other professionals and/or third persons or entities while working; providing private, confidential and/or any patient information without first obtaining written permission of management to do so;
- Smoking anywhere in the COMPANY's offices;
- Employees are prohibited from engaging in solicitation of any kind for any reason during working hours without the expressed permission of the Director. Distribution of literature is prohibited during working hours or in work areas. Working hours include the actual working time (excluding designated meal periods) for both the person performing the solicitation or distribution and the person to whom it is directed. Work areas include all areas not open to the public. If anyone has a question about the meaning of "working hours" or "work areas", they should ask their supervisor for clarification.
- Any conduct deemed improper by the COMPANY.
- Violation of the COMPANY's conflict of interest, harassment or other policies.

Nothing above deviates in any way from the COMPANY's employment at-will policies set forth in the Purpose and introduction section of this Handbook.

## **B. NO VIOLENCE POLICY**

The COMPANY is committed to providing a safe, healthy, and secure work environment free from violence or the threat of violence. Violence has no place in the work environment. The COMPANY does not authorize and will not tolerate any form of violence in the work environment. All Employees are required to report to work without possessing weapons. A "weapon" includes, but is not limited to, an explosive or explosive devices, a device principally designed, made, or adapted for delivering or shooting an explosive device, any type of firearm including but not limited to a machine gun, a short-barrel rifle or shotgun, a handgun, or a firearm silencer, a switchblade knife or any other type of knife, knuckles, or any other implement for infliction of bodily injury, serious bodily injury, or death which has no common lawful purpose. "Possession" shall include, but is not limited to, the presence of a weapon on the Employee, in his/her motor vehicle, lunch box, locker, tool kit, bag, purse, brief case, cabinets, desk, office, etc.

Everyone is required to perform his or her job without violence toward any other individual. "Crime of violence" includes, but is not limited to, any degree of murder, voluntary manslaughter, aggravated rape, rape, mayhem, aggravated robbery, robbery, burglary, aggravated assault, assault, and battery.

The COMPANY retains the right to search any areas on the COMPANY premises for weapons including, but not limited to, lockers, furniture, containers, drawers, equipment, lunch boxes, briefcases, personal bags, personal tool boxes or tool kits, parking lots, and COMPANY vehicles.

No part of this Policy or any procedure therein, is intended to alter the COMPANY's right to manage or control its workforce. No part of this Policy or any procedure therein, is intended to be construed as a guarantee or contract of employment or continued employment.

In furtherance of this No Violence Policy, the following activities are strictly prohibited:

- Use, possession, or sale of any weapon while on the COMPANY's premises.
- Storing any weapon in a locker, desk, vehicle, lunch box, tool kit, bag, purse, or other repository on the COMPANY's premises.
- \*Illegal possession, use, or sale of a weapon off COMPANY property that adversely affects his/her own or other's safety.
- Refusing to submit to an inspection for the presence of a weapon that is requested by the COMPANY.
- Acts of violence or threats of violence in the workplace.
- Refusing to comply with the COMPANY's No Violence Policy.

- Refusing to participate in an investigation pertaining to allegations or suspicion that violence has or is likely to occur, or an investigation pertaining to the carrying of a weapon by Employee or a co-Employee.

An Employee who violates this Policy is subject to disciplinary action, including discharge.

### C. REPORTING INSTANCES OF VIOLENCE

Any person, regardless of position, who has a complaint of or who witnesses violence or the threat of violence in the workplace by anyone, including supervisors or managers, or other Employees, has a responsibility to immediately bring the matter to the COMPANY's attention.

## XII. CONFLICT OF INTEREST AND UNETHICAL PRACTICES

The COMPANY requires that all Office Employees devote their entire working hours and time to COMPANY work assignments and that such Employee not engage in activities not related to work during assigned working hours, unless specifically authorized by an Employee's supervisor. The COMPANY will not tolerate any Employee's involvement in activities involving **conflicts of interest with the COMPANY or unethical practices** in any fashion. A conflict of interest may be financial, business or personal. While the following examples are not meant to be inclusive, various types of **conflicts of interest** may occur in the following:

A **financial** conflict of interest may exist where an Employee is in a position to influence a decision in favor of a business or other entity in which the Employee has a financial or beneficial interest. Such a conflict should never knowingly exist, and Employees are under an obligation to disclose to management Employee's financial, beneficial or other interests in businesses or entities with which the COMPANY transacts or may transact any business;

A **business** conflict of interest may exist where an Employee owns, manages, or participates in a business, or engages in activities for compensation or remuneration which are totally unrelated to COMPANY's business during Employee's designated working hours for the COMPANY;

A conflict of interest may exist where an Employee has or develops any personal business relationships with a member of a referring physician's or vendor's organization.

**Unethical practices** by an Employee may take many forms, some of which are demonstrated by the following examples, which are not intended to be inclusive:

**Bribery** as where a COMPANY Employee is a direct or indirect recipient of any monetary, materials, or other consideration from another COMPANY Employee, a third person or entity relative to an Employee's performance of normal job duties for COMPANY;

**Collusion** as where the COMPANY participates in the formation or imposition of unusual or unreasonable requirements and/or restrictions which would tend to limit competition and favor a single outside party (e.g., intentionally delaying a purchase such that timing becomes a factor to assure that a favored or existing supplier receives a COMPANY order);

**Influence Peddling** as where an Employee deals through or with a person or position of influence in order to gain an improper advantage for the Employee or for the COMPANY;

Unauthorized use, release or dissemination of trade secrets or confidential information, directly or indirectly, regardless of the form in which the release, use and/or dissemination occurs, regardless of whether or not the information is ever used to the COMPANY's detriment by the recipient thereof.

### **XIII. TERMINATION AND DISMISSAL**

#### **A. MANDATORY ARBITRATION OF DISMISSAL AND OTHER EMPLOYEE CLAIMS**

Notwithstanding that all Employees are retained on an "at will" basis, an Employee who has followed the internal review procedure for review by the CEO or his designee (described above), and who is not satisfied with the results of the review, and/or who feels compelled to seek redress from a source outside the COMPANY, may challenge the propriety of the dismissal or other action of the COMPANY which is claimed to have resulted in damages only through mandatory binding arbitration as described in the Acknowledgement Sheet and Arbitration Agreement. Such arbitration shall be the exclusive and final arena of dispute resolution and the decision of the arbitrator(s) shall be final and binding upon both the COMPANY and the Employee. Similar provision requiring mandatory arbitration of disputes are set forth in Health Care Professional contracts. Judgment on the award may be entered in any Court of competent jurisdiction.

**RECEIPT AND ACKNOWLEDGEMENT OF COMPANY EMPLOYEE HANDBOOK**

This Employee Handbook is an important document intended to help you become acquainted with A-PLUS HHS. This Handbook will serve as a guide, it is not the final word in all cases. Individual circumstances may call for individual attentions.

Because the general business environment and economic conditions within which the COMPANY operates are always changing, the contents of this Handbook may be changed at any time at the discretion of the COMPANY. No changes in benefit, policy or rule will be made without due considerations of the mutual advantages, disadvantages, benefits and responsibilities such changes will have on you as an Employee and on the COMPANY.

Please read the following statements and sign below to indicate your receipt and acknowledgement of the Employee Handbook and the “At Will” employment relationship.

---

I have received a copy of the Employee Handbook of A-PLUS HHS. I understand that the policies, rules and benefits described in it apply to me and are subject to change at any time at the sole discretion of the COMPANY.

I further understand that my employment is “at will” and can be terminated, either by myself or by the COMPANY at any time with or without notice and with or without cause, regardless of the length of my employment or the granting of benefits of any kind.

I understand that no contract of employment other than “at will” has been expressed or implied, and that no circumstances, policies or practices arising out of my employment will alter my “at will” employment relationship unless expressed in writing, with the understanding specifically set forth and signed by myself and the President of the COMPANY.

I am aware that during the course of my employment I may be provided with information that could be confidential in nature and/or sensitive to the COMPANY’s business operations. I understand that this information must not be disseminated or used outside of the COMPANY’s premises. In the event of termination of employment, whether voluntary or involuntary, I hereby agree not to utilize or exploit this information with any other individual, company or entity.

I further understand and agree that no person, other than the President, in a duly executed written document, has any authority to enter into any agreement for employment for any specified period of time, or to make any arrangements or agreements contrary to or different from that which is provide in this Employee Handbook. I further understand and agree that the COMPANY shall have the right to fully enforce its procedures, rules, regulations and policies whether set forth in the Handbook or as otherwise announced from time to time as contractual obligations under Michigan law and to obtain temporary and permanent injunctive and other equitable relief with respect to violations. I understand and agree that any and all benefits provided by the COMPANY may be expanded, modified and/or eliminated by the COMPANY in its discretion.

I understand that, should the content of this Employee Handbook be changed in any way, the COMPANY may require an additional signature from me to indicate that I am aware of and understand those changes.



I understand that my signature below indicated that I have read and understood the above statements and have received a copy of the Employee Handbook.

\_\_\_\_\_  
Employee's Printed Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Representative Signature

\_\_\_\_\_  
Date

The signed original copy of this agreement will be filed in your personal file.

