Professional Pediatric Home Care, Inc.

Employee Handbook

A Guide for Our Employees
Acknowledgement of Receipt of Professional Pediatric Home Care Employee Handbook

I acknowledge that I have received a copy of the Professional Pediatric Home Care Employee Handbook. I understand that I am responsible for reading and abiding by all policies and procedures in this Handbook, as well as other policies and procedures of the Company.

I also understand that the purpose of this Handbook is to inform me of the Company’s Policies and Procedures, and it is not a contract of employment. Nothing in this Handbook provides any entitlement to me or to any Company employee. I also understand that the Company has the right to change any provision of this Handbook at any time and that I will be bound by any such changes.

I expressly agree to the provisions of Part 7, Dispute Resolution of the Handbook, in which I have agreed to use alternative dispute resolution, in lieu of litigation, as the sole means of resolving any dispute that may arise between the Company and me, subject to the Company’s right to seek injunctive relief. I understand that by agreeing to arbitration I waive any right I may have to sue or seek a jury trial. The decision of the arbitrator will be final and binding.

_________________________________________  __________________________
Signature                                      Date

_________________________________________
Please print your full name

Please sign and date one copy of this notice and return it to the Administrator. Retain a second copy for your reference.
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Welcome

Welcome to the Professional Pediatric Home Care team. This company was founded in 1979 and has a long history of providing the highest quality of care for the high need pediatric medical population in the Denver Metro area. The initial focus of the company was getting children home from the hospital with nursing care. Private Duty Nursing is still a focus as well as providing physical therapy, occupational therapy, speech therapy, and medical social work referral services.

In 2002, Doug and Kristi Dawson took over the Company and are still in involved in running the company today. Professional Pediatric Home Care has grown substantially each year which is a testament to the high level of service we provide our patients. We believe in providing care with compassion and respect for the inherent dignity, worth, and uniqueness of each individual. Our goal is for each of our patients to reach their full potential. We are excited to have you a part of this wonderful team.

Sincerely,

Doug and Kristi Dawson
Introduction

This Employee Handbook is a compilation of personnel policies, practices and procedures currently in effect at Professional Pediatric Home Care.

The Handbook is designed to introduce you to our company, familiarize you with company policies, provide general guidelines on work rules, disciplinary procedures and other issues related to your employment, and help answer many of the questions that may arise in connection with your employment.

This Employee Handbook is not a contract. Like most American companies, Professional Pediatric Home Care does not offer individual employees formal employment contracts with the Company. This Handbook does not create a contract, express or implied, guaranteeing you any specific term of employment, nor does it obligate you to continue your employment for a specific period of time. The purpose of the Handbook is simply to provide you a convenient explanation of present policies and practices at the Company. This Handbook is an overview or a guideline. It cannot cover every matter that might arise in the workplace.

The Company reserves the right to modify any of our policies and procedures, including those covered in this Handbook, at any time. We will seek to notify you of such changes by email and other appropriate means. However, such a notice is not required for changes to be effective.
Part 1 – Getting Started

Recruitment and Hiring
The Company’s primary goal when recruiting new employees is to fill vacancies with persons who have the best available skills, abilities or experience needed to perform the work. Decisions regarding the recruitment, selection and placement of employees are made on the basis of job-related criteria.

When positions become available, qualified current employees are encouraged and are welcome to apply for the position. As openings occur, notices relating general information about the position are posted. The manager of the department with the opening will arrange interviews with employees who apply.

We encourage current employees to recruit new talent for our Company. We offer employees and independent contractors a referral bonus under certain circumstances. Contact the Administrator for specific information.

Employment Classifications
The following terms will be used to describe employment classifications and status

Exempt Employees
An exempt employee is a salaried employee earning at least $455 per week who holds an administrative, professional, or management position. Exempt employees are not subject to the overtime pay provisions of the Fair Labor Standards Act (FLSA). Certain outside sales persons and a few other job categories are also exempt.

Non-Exempt Employees
All hourly employees are non-exempt employees. Salaried employees who are not administrative, professional, or managerial employees (as defined by the U.S. Department of Labor) are likewise not exempt.

Full-Time Employee
Full-time employees are those who are regularly scheduled to work at least 36 hours per week.

Part-Time Employee
Part-time employees are those who are regularly scheduled to work fewer than 36 hours per week. Part-time employees are not eligible for Company paid benefits, with the exception of the 401(k) plan.

Temporary Employee
Employees hired for an interim period of time, usually to fill in for vacations, leaves of absence, or projects of a limited duration. Temporary employees are not eligible for Company benefits. Temporary employees include interns and co-op students.
If your status changes from temporary or casual to part-time or full-time, you are considered hired on the date you become a full-time or part-time employee for purposes of calculating eligibility for benefits that require a minimum term of employment.

**PRN Employee**
Employees who work on an occasional or as needed basis. Casual employees are generally not eligible for benefits.

**Independent Contractors**
These persons may be self-employed or they may work for an outside agency. Independent contractors are not eligible for Company benefits and they are not considered employees of the Company. Independent contractor contracts are in place and automatically renew each year unless there is a contract change.

**Equal Employment Opportunity**
The Company is an Equal Opportunity Employer. We will extend equal opportunity to all individuals without regard to race, religion, color, sex (including pregnancy), national origin, sexual orientation, age, marital status, disability, genetic information or any other status protected under applicable Federal, State or Local law. Our policy reflects and affirms the Company’s commitment to the principles of fair employment and the elimination of all discriminatory practices. Details of our Equal Employment Opportunity policies are further explained in Part III below.

**Your Employment Relationship with the Company**
Like most American companies, Professional Pediatric Home Care does not offer individual employees a formal employment contract with the Company. Employment is “at will,” meaning that you or the Company may end your employment at any time for any lawful reason.

This Employee Handbook is not a contract. It does not create any agreement, express or implied, guaranteeing you any specific terms or conditions of employment. Nothing contained in this Handbook should be construed as creating a contract guaranteeing employment for any specific duration. Neither does it obligate you to continue your employment for a specific period of time. Unless you have entered into an Employment Agreement that supersedes this document, either you or the Company may terminate the employment relationship at any time. Neither does the handbook guarantee any prescribed process for discipline and discharge.

No manager or other representative of the Company, other than the President, has the authority to enter into any agreement guaranteeing employment for any specific period. No such agreement shall be enforceable unless it is in writing and signed by the President and the employee.
Orientation and Training
To help you become familiar with the Company and our way of doing things, the Company will provide an orientation and training session within the first few days after you begin work. Independent contractors will receive orientation information prior to providing a service. Some of the content of the session will depend in large part on the nature of your responsibilities, while other parts will be applicable to all employees. In addition, the Company may periodically offer additional training or educational programs. Some programs may be voluntary, while others will be required.

Immigration Law Applicable to All Employees
The Company complies with the Immigration Reform and Control Act of 1986 by employing only United States citizens and non-citizens who are authorized to work in the United States. All employees are asked on their first day of work to provide original documents verifying the right to work in the United States and to sign a verification form required by federal law (Form I-9). If you cannot verify your right to work in the United States within three (3) days of hire, the Company is required by law to terminate your employment.

Hours of Work
The workweek is generally from Monday through Friday, with normal operating hours from 9:00 am to 5:30 pm, with one half hour for lunch.

Flex Time
The Company recognizes that many employees need flexibility in work schedules in order to meet child care and other needs. Core hours are 9:30 am to 3:30 pm and all employees should be at work during those hours. Within the structure of the core hours, you may schedule your eight hour work day in coordination with your work level. It is preferred that a regular schedule be established when at all possible. Please discuss work hour preferences with your supervisor.

Overtime
Because of the nature of our business, your job may periodically require overtime work. If the Company requires that you work overtime, we will give you as much advance notice as possible. You should not work overtime hours without prior approval by your Manager. Employees who work more than 40 hours in one week are entitled to one and one-half their base rate of pay for each hour of overtime worked. Exempt employees generally are not entitled to additional pay for overtime. If you are required to work significant additional hours, your supervisor may grant you “comp” time off equal to the accumulated overtime.

Attendance and Punctuality
It is important for you to report to work on time and to avoid unnecessary absences. The Company recognizes that illness or other circumstances beyond your control may cause you to be absent from work from time to time. However, frequent absenteeism or tardiness may result in disciplinary action up to and including discharge. Excessive absenteeism or frequent tardiness put an unnecessary strain on your coworkers and can have a negative impact on the success of the Company.
You are expected to report to work when scheduled. Whenever you know in advance that you are going to be absent, you should notify your immediate supervisor or the designated manager. If your absence is unexpected, you should attempt to reach your immediate supervisor as soon as possible, but in no event later than one hour before you are due at work. In the event your immediate supervisor is unavailable, you must speak with a manager. If you must leave a message on voicemail, you must provide a number where your supervisor may reach you if need be. Some, but not all, absences are compensated under the Company’s leave and benefits policies described in Part 4 below.

You are expected to be at your workstation at the beginning of each business day. If you are delayed, you must call your immediate supervisor to state the reason for the delay. As with absences, you must make every effort to speak directly with a manager. Regular delays in reporting to work will result in disciplinary action up to and including discharge.

**Inclement Weather**

The Company is open for business unless there is a government-declared state of emergency or unless you are advised otherwise by your supervisor. There may be times when we will delay opening and on rare occasions we may have to close. Use common sense and your best judgment, however, when traveling to work in inclement weather.

**Dress Code**

As an employee of the Company, we expect you to present a clean and professional appearance when you represent us, whether you are in or outside of the office. You are, therefore, required to dress in appropriate business attire and to behave in a professional, businesslike manner. It is essential that you act in a professional manner and extend the highest courtesy at all times to co-workers, visitors, customers, vendors and clients. A cheerful and positive attitude is essential to our commitment to extraordinary customer service and exceptional quality. The current Company dress code is business-casual. Generally, clean, neat clothing is acceptable. However, torn jeans or other torn clothing and tee shirts with inappropriate verbiage or pictures are not appropriate casual attire. As always, please use common sense in your choice of business attire.

**Fragrance**

Due to the sensitive nature of our patients and staff, we request that any type of fragrance be kept to a minimum.

**Work Space**

Employees are responsible for maintaining the workspace assigned to them. A clean, orderly workspace provides an environment conducive to working efficiently. A photo or two of those who are special to the employee is encouraged. However, employees should keep in mind that their workspace is part of a professional environment that portrays the company’s overall dedication to providing quality service to its clients. Therefore, your workspace should be clean, organized and free of items not required to perform your job.
Office Equipment
Certain equipment is assigned to staff depending on the needs of the job. That equipment can include items such as a calculator, personal computer, printer and access to our central computers and servers. This equipment is the property of the Company and cannot be removed from the office without prior approval from your supervisor. It is expected that you will treat this equipment with care and report any malfunctions immediately to staff members equipped to diagnosis the problem and take corrective action.

Personnel Records
It is important that the Company maintain accurate personnel records at all times. You are responsible for notifying your immediate supervisor or the agency Administrator of any change in name, home address, telephone number, marital status, number of dependents, immigration status, or any other pertinent information. By promptly notifying the Company of such changes, you will avoid compromise of your benefit eligibility, the return of W2 forms, or similar inconvenience.

Performance Reviews, Salary Reviews
Performance reviews will be at a minimum of annually. All performance reviews will be completed in writing by your supervisor or manager on the form designated by the Company, and reviewed during a conference with you. Factors considered in your review include the quality of your job performance, your attendance, meeting the requirements of your job description, dependability, attitude, cooperation, compliance with Company employment policies, any disciplinary actions, and year-to-year improvement in overall performance. Compensation increases are given by the Company at its discretion in consideration of various factors, including your performance review.
Part 2 – Our Policies and Practice

Internet Access
Access to the Internet and World Wide Web is given principally for work-related activities or approved educational / training activities. Incidental and occasional personal use and study use is permitted. This privilege should not be abused and must not affect a user’s performance of employment-related activities.

The Company itself, or through its Internet Service Provider, may, from time to time, monitor, log and gather detailed statistics on employees’ Internet activity.

The Company email and Internet system is the property of the Company. By accessing the Internet, Intranet and electronic mail services through facilities provided by the Company, you acknowledge that the Company by itself or through its Internet Service Provider may from time to time monitor, log, and gather statistics on employee Internet activity and examine all individual connections and communications.

Responsibilities and Obligations
Employees may not access, download or distribute material that is in breach of the law, or which others may find offensive or objectionable, such as material that is pornographic, bigoted or an incitement to violence.

You must respect and comply with copyright laws and intellectual property rights of both the Company and other persons at all times. When using web-based sources, you must provide appropriate attribution and citation of information to the websites. Software must not be downloaded from the Internet without the prior approval of qualified persons within the Company.

Violation of this Policy
In all circumstances, use of Internet access and email systems must be consistent with the law and Company policies. Violation of this policy is a serious offense.

This policy is incorporated as part of the terms of employment by the Company. Subject to the requirements of law, violation of this policy may result in a range of sanctions; from restriction of access to electronic communication facilities, to disciplinary action, including dismissal.

Email
The email system is the property of the Company. All emails are archived on the server in accordance with our records retention policy, and all emails are subject to review by the Company. You may make limited personal use of our email system for personal business matters, so long as such use is kept to a minimum and does not interfere with your work. The Company email system is company property, and as such, is subject to monitoring. System monitoring is done for your protection and the protection of the rights or property of the provider.
of these services. Please consider this when conducting personal business using Company hardware and software.

Electronic mail is like any other form of company communication, and may not be used to harass. Your email account is a company-provided privilege, and is company property. Remember that when you send email from the Company domain, you represent the company whether your message is business-related or personal.

**Telephones**

The telephone is the property of the Company. Personal phone calls should be kept to a minimum and should not interfere with your work. Voice mails need to be checked and returned within 24 hours of receipt.

**Smoking**

In order to provide a safe and comfortable working environment for all employees, smoking is strictly prohibited at all times inside any Company building or any client home.

**Drug-Free Workplace**

The Company takes seriously the problem of drug and alcohol abuse, and is committed to providing a substance abuse free workplace for its employees. Substance abuse of any kind is inconsistent with the behavior expected of our employees, subjects all employees and visitors to our facilities to unacceptable safety risks, and undermines our ability to operate effectively and efficiently. Any employee who is convicted of any violation occurring on Company property or during working times, shall notify the agency Administrator within five (5) days of the date of conviction. A conviction includes a finding of guilt, including a plea of no contest, or imposition of sentence, or both. The Company has adopted a formal policy related to substance abuse. A copy of the complete policy is contained in this Handbook.

**Substance Abuse**

Substance abuse is a serious problem adversely affecting the lives of millions of Americans, corporate profits, organizational effectiveness, and our nation's ability to compete in the world economy.

The Company recognizes alcohol and drug abuse as potential health, safety and security problems. The Company expects all employees to assist in maintaining a work environment free from the effects of alcohol, drugs or other intoxicating substances. Compliance with this substance abuse policy is made a condition of employment, and violations of the policy may lead to discipline and/or discharge.

All employees are prohibited from engaging in the unlawful manufacture, possession, use, distribution or purchase of illicit drugs, alcohol or other intoxicants, as well as the misuse of prescription drugs on Company premises or at any time and any place during working hours. While we cannot control your behavior off the premises on your own time, we certainly encourage you to behave responsibly and appropriately at all times. All employees are required to report to their jobs in appropriate mental and physical condition, ready to work. However, any
off duty activity, including drug or alcohol related activity, that leads to your arrest or that causes embarrassment to the Company may be grounds for discipline and/or discharge.

Substance abuse is an illness that can be treated. Employees who have an alcohol or drug abuse problem are encouraged to seek appropriate professional assistance. You may inform the Director of Administrator for assistance in seeking help to address substance abuse. The Director can also help you determine coverage available under the Company’s medical insurance plan.

When work performance is impaired, admission to or use of a treatment or other program does not preclude appropriate action by the Company.

Any violator of this substance abuse policy will be subject to disciplinary action up to and including termination of employment.

**Safety and Accident Rules**

Safety is a joint venture at the Company. We provide a clean, hazard-free, healthy, safe environment in which to work and make every effort to comply with all relevant federal, state and local occupational health and safety laws, including the Occupational Safety and Health Act. As an employee, you have a duty to comply with the safety rules of the Company, and you are expected to take an active part in maintaining this hazard-free environment. You should observe all posted safety rules, adhere to all safety instructions provided by your supervisor and use safety equipment where required. Your workplace should be kept neat, clean and orderly. You are required to report any accidents or injuries – including any breaches of safety – and to promptly report any unsafe equipment, working condition, process or procedure to a supervisor.

**Medical Procedures**

If you become ill or get hurt while at work, you must notify your manager immediately. Failure to do so may result in a loss of benefits under the state workers’ compensation law. The Company is concerned about the physical well-being of its staff and encourages all employees to have periodic physical examinations. Check your Health Plan documents to determine coverage. The Company may also request that a physician examine you whenever conditions make this desirable for your protection or that of the Company. The Company pays for physical examinations administered at the request of the Company.

**Promotions and Transfers**

In an effort to match you with the job for which you are most suited and/or to meet the business and operational needs of the Company, you may be transferred from your current job. This may be either at your request or as a result of a decision by the Company. Reasons for transfer may include, but are not necessarily limited to: fluctuations in department workloads or production flow; a desire for more efficient utilization of personnel; increased career opportunities; personality conflicts; health; other personal situations; or other business reasons.

Most job openings that are intended to be filled from within the Company will be sent out via interoffice email. The Management of the Company does reserve the right, however, to transfer
or promote an employee without posting the availability of that position. Temporary transfers may be made at the discretion of the Company management.

You are eligible to request a transfer and to be considered for promotions upon completion of six (6) months of satisfactory performance in your current job. Your eligibility is also dependent, of course, on your having the needed skills, education, experience and other qualifications that are required for the job. However, a transfer may take place within the first six (6) months of employment if the management of the Company believes that it is in the best interest of the Company to make an exception to this guideline.

**Travel**

The Company will reimburse you for reasonable business and travel expenses incurred in the course of company business. Mileage reimbursement is paid according to the current IRS rates. Travel associated with getting from home to your scheduled shift and back home are considered part of regular home to work travel and are not reimbursed by the Company.
Part 3 – Equal Employment Opportunity

Discrimination Is Prohibited

The Company is an equal opportunity employer and makes all employment decisions without regard to race, color, age, religion, sex, disability, genetic information, ancestry, marriage to a co-worker, sexual orientation, or national origin.

This policy applies to all terms and conditions of employment, including but not limited to: hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits, compensation, and training. We seek to comply with all applicable federal, state and local laws related to discrimination.

The Company makes decisions concerning employment based strictly on an individual's qualifications and ability to perform the job under consideration, the comparative qualifications and abilities of other applicants or employees, and the individual's past performance within the organization.

If you believe that an employment decision has been made that does not conform with management's commitment to equal opportunity, you should promptly bring the matter to the attention of the agency Administrator. Your complaint will be thoroughly investigated. There will be no retaliation against any employee who files a complaint in good faith, even if the result of the investigation produces insufficient evidence to support the complaint.

Americans with Disabilities Act

The Americans with Disabilities Act (ADA) prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation fringe benefits, job training and other terms, conditions and privileges of employment. The ADA does not alter the Company’s right to hire the best-qualified applicant, but it does prohibit discrimination against a qualified applicant or employee because of his or her disability, or because of a perceived disability. Most, if not all states now have similar statutes prohibiting discrimination against the disabled. As a matter of company policy, the Company prohibits discrimination of any kind against people with disabilities.

Disabled Defined

An applicant or employee is considered disabled if he or she (1) actually has a physical or mental impairment that substantially limits one or more major life activities, (2) has a record or history of such an impairment or (3) is regarded or perceived (correctly or incorrectly) as having such impairment.

A qualified employee or applicant with a disability is an individual who satisfies the skill, experience, education, and other job-related requirements of the position held or desired, and who, with or without reasonable accommodation, can perform the essential functions of that position.
**Reasonable Accommodation**

Qualified applicants or employees who are disabled should request reasonable accommodation from the Company in order to allow them to perform a particular job. If you are disabled and you wish such reasonable accommodation, contact the Administrator. On receipt of your request we will meet with you to discuss your disability. We may ask for information from your health care provider(s) regarding the nature of your disability and the nature of your limitations or take other steps necessary to help us determine viable options for reasonable accommodation. We will then work with you to determine whether your disability can be reasonably accommodated, and if it can be accommodated, we will explore alternatives with you and endeavor to implement a mutually agreeable accommodation. Reasonable accommodation may take many forms and it will vary from one employee to another. Accommodation that will impose undue hardship on the Company is not considered reasonable.

**Workplace Harassment**

The Company is committed to providing a work environment that provides employees equality, respect and dignity. In keeping with this commitment, the Company has adopted a policy of “zero tolerance” with regard to employee harassment. Harassment of any other person, including, without limitation, fellow employees, visitors, clients or customers, whether at work or outside of work, is grounds for immediate termination. The Company will make every reasonable effort to ensure that its entire community is familiar with this policy and that all employees are aware that every complaint received will be investigated and resolved appropriately.

**Sexual Harassment**

Sexual harassment is prohibited by federal, state and local laws, and applies equally to men and women. It is defined as any unwelcome sexual advance, request for sexual favor(s), or other verbal or physical conduct of a sexual nature when (1) submission to the conduct is made either explicitly or implicitly a term or condition of an employee’s employment; (2) submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting the employee; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee’s work performance or creating an intimidating, hostile or offensive working environment.

These behaviors may include, for example: subtle or overt pressure for sexual favors; inappropriate touching; lewd, sexually oriented comments or jokes; foul or obscene language; posting of suggestive or sexually explicit posters, calendars, photographs, graffiti, or cartoons; and repeated requests for dates. Company policy further prohibits harassment and discrimination based on sex stereotyping. (Sex stereotyping occurs when one person perceives a man to be unduly effeminate or a woman to be unduly masculine and harasses or discriminates against another person because he or she does not fit the stereotype of being male or female.) The Company encourages reporting of all perceived incidents of sexual harassment, regardless of who the offender may be. Every employee is encouraged to raise any questions or concerns with the Agency Administrator.

If you believe that you have been subjected to harassment or if you believe you have witnessed any form of harassment, you should immediately contact an appropriate manager, supervisor or
agency Administrator. An allegation against your own supervisor should be filed with the Vice President or President. Your complaint will be immediately and thoroughly investigated in a professional manner. There will be no retaliation against any employee who files a complaint in good faith or who assists in providing information relevant to a claim of harassment, even if the investigation produces insufficient evidence to support the complaint. If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and we will take such action as is appropriate under the circumstances. Such action may range from counseling to termination of employment, and may include such other forms of disciplinary action, as we deem appropriate under the circumstances and in accordance with applicable law.

To protect the privacy of persons involved, confidentiality will be maintained throughout the investigatory process to the extent practicable and appropriate under the circumstances. Investigations may include interviews with the parties involved, and where necessary, individuals who may have observed the alleged conduct or who may have relevant knowledge.

**Supervisors’ Responsibilities**

All Managers are expected to ensure a work environment free from sexual and other harassment. They are responsible for the application and communication of this policy within their work area. Managers should:

- Encourage employees to report any violations of this policy.
- Make sure the Administrator is made aware of any inappropriate behavior in the workplace.
- Create a work environment where sexual harassment is not permitted.

All employees are expected to cooperate fully with any ongoing investigation regarding a sexual harassment incident.

**Procedures for Reporting and Investigating Sexual Harassment**

Employees should report incidents of inappropriate behavior or sexual harassment as soon as possible after its occurrence.

Employees who believe they have been sexually harassed, regardless of whether the offensive act was committed by a Manager, co-worker, vendor, visitor, or client, should promptly notify their immediate supervisor or the agency Administrator. If the employee’s immediate supervisor is involved in the incident, the employee should report the incident to the agency Administrator. Every claim of sexual harassment will be treated seriously, no matter how trivial it may appear. All complaints of sexual harassment or other inappropriate sexual conduct will be promptly and thoroughly investigated by the Company.

There will be no retaliation for filing or pursuing a sexual harassment claim. To the extent possible, all complaints and related information will remain confidential except to those individuals who need the information to investigate, educate, or take action in response to the complaint.
Employees who believe they have been unjustly charged with sexual harassment can defend themselves verbally or in writing at any stage of the investigation. At the conclusion of a sexual harassment investigation the complainant and the “alleged harasser” shall be informed of the determination of the investigation. Where appropriate, the “harasser” and the “victim” may be offered counseling through an Employee Assistance Program, or mediation.

**Penalties for Violation of Sexual Harassment Policy**

If our investigation leads to the determination that there is merit to the allegations of harassment, the necessary corrective discipline, up to and including termination, will be taken by the Company.
Part 4 – Compensation

Payroll Practices
Employees are paid every other week on a Friday. The work week runs midnight Sunday to midnight Sunday. When a payroll date falls on a holiday, employees will, when possible, be paid on the last business day before the holiday. Otherwise, employees will be paid on the first business day following the scheduled payroll date.

Salary Deductions and Withholding
The Company will withhold the following from your paycheck for employees. Independent contractors do not have withholdings:

Taxes
Federal, state, and local taxes, as required by law, as well as the required FICA (Social Security) and Medicare payments.

Insurance
Your contribution to health insurance or other insurance premiums for any eligible family members or to other contributory benefit programs.

Other Deductions
Other deductions which you authorize including 401(k) contributions.

Direct Deposit
You may have your paycheck deposited directly into your bank account. You will be given the authorization form for deposit by the Administrator.
Part 5 – Benefits

General
This section describes the fringe benefits provided by the Company and information on your eligibility for benefits. Details regarding each benefit plan are contained in the Company’s Benefit Booklet. Benefit plans governed by the federal Employee Retirement Income Security Act (ERISA) may be further described in formal summary plan descriptions or other legal documents available for your review upon request. Eligible employees are provided a wide range of benefits. A number of programs (such as Social Security, workers’ compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your supervisor can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee handbook.

The following benefits are available to employees:

- Medical Insurance
- Dental Insurance
- 401K Retirement Savings Plan

Medical Insurance
The Company offers medical insurance to full-time employees. This Manual does not constitute such a legal document. The Company offers medical and dental coverage for eligible employees and their eligible dependents.

Major Medical: The cost for employee is paid for 50% by the company, while and dependent or spouse coverage is paid entirely by the employee.

Dental: Dental insurance is separate from the major medical plan. If dental is chosen, that is entirely contributory by the employee.

Both of these programs are administered by a major medical insurance carrier. Any employee contributory amount will be deducted from your pay check based on your benefit selections.

Your Summary Plan Description (SPD) contains more details about these plans. For more details, please refer to the specific SPD that governs each of the plans. In the event of any conflict between the information contained in this Manual and in the Company’s SPDs, the SPDs shall govern. These plans are subject to change at the Company’s discretion. Additionally, the amount that you may be required to contribute towards the premiums for any of these plans may be changed at the Company’s discretion.
**Waiting Period**

Full-time employees are eligible to participate in the various insurance programs offered by the Company on the first day of the month following sixty days of employment. Periodically there will be an Open Enrollment period. If you decline to participate in these programs on your initial eligibility date, you may request entry into the plan during Open Enrollment or Special Enrollment (described below).

**Employee Contributions**

The Company’s medical insurance package is contributory for dependents and spouse coverage as well as 50% of the employee. Dental insurance is entirely contributory. Your contributory cost is deducted from your paycheck.

**Late Applicants**

At the time you are hired, you are given an opportunity to elect certain benefits. If you waive participation in any of those programs for either yourself or your eligible dependents, you will only be allowed to apply for entry into the various Plans during Open Enrollment.

**Open Enrollment**

The open enrollment period allows employees to add or change their benefits coverage. Applications for Medical and Dental may be submitted during this period. Changes, additions and other elections made during Open Enrollment will take effect on the effective date following the Open Enrollment period. Once you have made a change, you cannot change that selection until the next Open Enrollment period (except in the case of a major life status change; see Special Enrollment).

**Special Enrollment**

A Qualifying Event, such as certain life status changes--marriage, birth or adoption of a child or involuntary loss of medical and/or dental coverage, etc.--allow entry into these Plans as long as application for coverage is made within 30 days of the Qualifying Event. For specific details regarding Special Enrollment please refer your Summary Plan Description.

**Continuation of Coverage**

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) law requires employers of 20 or more employees to give employees and their qualified beneficiaries the opportunity to choose to continue group health benefits provided by the Company’s group health plan for limited periods of time under certain circumstances, or “Qualifying Events”, such as voluntary or involuntary job loss, reduction in the hours worked, transition between jobs, death, divorce, and other life events. Under COBRA, the employee or beneficiary pays the full cost of coverage at the Company’s group rate plus administration fee. Each employee is provided a written notice describing rights granted under COBRA when the employee becomes eligible for the Company’s health insurance plan. The notice contains important information about the employee’s rights and obligations. Employees ordinarily may continue their health coverage for 18 months- when their employment is terminated.
**401K Plan**
The Company has a 401K plan. Eligibility for entry into the plan occurs on January 1st and July 1st each year. Employees have the option to make employee contributions from their paycheck into their 401K account on an after tax basis.

**Workers’ Compensation Insurance**
A comprehensive workers’ compensation programs is provided at no cost to the employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to the applicable legal requirements, workers’ compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately. The amount of benefits payable, as well as the duration of payments, depends upon the nature of your injury or illness. However, all medical expenses incurred in connection with an on-the-job injury or illness and partial salary payments are paid in accordance with applicable state law. If you are injured or become ill on the job, you must immediately report the injury or illness to your Manager and the agency Administrator, no matter how minor the injury may appear, it is important that it be reported immediately. This ensures that the Company can help you obtain appropriate medical treatment. Your failure to follow this procedure may result in a workers’ compensation report not being filed in accordance with the law, which may delay your benefits in connection with the injury or illness.

Neither the Company, nor the insurance carrier will be liable for the payment of workers’ compensation benefits for injuries that occur during employee’s voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the Company. Questions regarding Workers’ Compensation Insurance should be directed to the agency Administrator.
Part 6 – Holidays, Vacation and Other Leave

Religious Observance

Federal and state equal opportunity laws generally require employers to accommodate the religious beliefs of employees, but do not require them to provide paid leave. Employees who require time off may do so without pay or use vacation and/or personal days, if applicable. This leave must be requested through the department manager two weeks prior to the event.

PTO (Personal Time Off)

Personal time off is a set number of paid time off days available which are established on a calendar-year basis. PTO includes vacation time, personal time, sick time and any other time off. The Company is divided into two categories for the purposes of PTO eligibility: Corporate Office Staff and Non Office Staff. Non Office Staff (nurses) are not eligible for PTO. For those eligible, any unused portion will be paid out at the end of the year. Therefore, PTO does not carry over from year to year.

Eligibility

Office Staff Employees begin accruing vacation when they first begin work for the Company. Employees may use their PTO at any time after the first 90 days of employment. However, if an employee leaves the Company, PTO will be calculated on a pro-rata basis for the time worked. If an employee leaves the Company but has taken more PTO time than he or she has accrued, then the employee will be obligated to pay back to the Company any vacation time taken but not earned. The deduction will be made from the employee’s last check.

Notification Procedures

Requests for PTO should be submitted to your supervisor as soon as you know when you wish to schedule your time off, but in no event less than two weeks prior to the time requested. PTO requests are approved by your immediate supervisor. PTO is coordinated within each team so that sufficient staff is available to provide adequate coverage at all times, and there may be company-wide or department-specific “blackout dates,” as necessary. PTO requests are granted on a first-come, first-served basis. In the event of a conflict in PTO requests, your supervisor will consider the Company’s staffing needs during the relative period, as well as the length of service with the Company of the employees involved.

When you are absent from work if your absence has not been previously scheduled, you must personally notify your immediate supervisor or manager as soon as you are aware that you will be late or unable to report to work. Leaving a voicemail, or a message with another staff member, does not qualify as notifying your supervisor – you must personally speak with him or her.

When absence is due to illness, the Company reserves the right to require appropriate medical documentation. Excessive absenteeism or tardiness can result in discipline, up to and including discharge. (Also see the section on Family & Medical Leave for extended leave situations.)
If you are absent because of an accident or longer than ninety (90) days due to illness, compensation is paid under the benefits of the Company’s Long Term Disability Plan, provided you are eligible for and participate in that Plan.

**Holiday Pay**
Non Office Staff Employees (nurses) are entitled to time and a half pay for any hours worked on the following holidays:

- New Years Eve Day starting at 3pm
- New Years Day
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve starting at 3pm
- Christmas Day

**Bereavement Leave**
Office Staff Employees will receive up to three (3) days of paid time off in the event of the death of a member of their immediate family. Immediate family includes spouse, domestic partner, child, parent, parent-in-law, brother or sister, and brother-in-law or sister-in-law. You are allowed one day of paid leave in the event of the death of an extended family member. Extended family includes grandparents, aunts and uncles, and other more distant relatives.

**Military Service Leave**
Employees serving in the uniformed services, including the Army, Navy, Marine Corps, Air Force, Coast Guard, and Public Health Service commissioned corps, as well as the reserve components of each of these services, may take unpaid military leave, as needed, to enable them to fulfill their obligations as service members. Employees may use accrued vacation or personal leave for this purpose.

**Family and Medical Leave**
Eligible employees may be entitled to family or medical leaves of absence without losing their employment with the Company if they are unable to come to work due to family or medical concerns as described under the following Family and Medical Leave Act (FMLA) policy. In administering this policy, applicable state and federal laws regarding leaves of absence for family health reasons will provide guidance where appropriate.

**Eligibility**
Employees are eligible for FMLA leave if they have been active employed, have worked for the Company for 12 months, have worked at least 1,250 during the prior 12 month period, and are employed at a worksite where 50 or more employees are employed by the Company within 75
miles of that worksite and are requesting to take Medical or Family Leave for any of the following reasons:

**Qualifying Reasons:** The following are authorized reasons for FMLA leave.

**MEDICAL LEAVE**
- Employee’s own serious health condition (including a pregnancy related disability) that renders the employee unable to perform the functions of his/her position.
- For purposes of this policy, a ‘serious health condition’ generally means an illness, injury, impairment or other physical or mental condition that involves inpatient care or continuing treatment by a health care provider. The certification forms are available from the agency Administrator.

**FAMILY LEAVE**
- Father’s attendance at the birth of a child or to care for the newborn
- Parent’s care of a child during the 12 months following birth.
- Placement of a child with employee for adoption or foster care (during the 12 months following adoption placement)
- Serious health condition of employee’s child under the age of 18 years, or older if disabled.
- Serious health condition of employee’s spouse, domestic partner or parent.

**MILITARY FAMILY LEAVE**
- A ‘qualifying exigency’ (i.e., urgent need) where an employee’s spouse, son, daughter, or parent is on active duty or called to active duty in the National Guard or Reserves in support of a contingency operation (“Qualifying Exigency Leave”). Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
- To care for the employee’s spouse, son, daughter, parent or next of kin who (a) is a member of the Armed Forces, (b) has sustained a serious injury or illness in the line of duty while on active duty and (C) who is undergoing medical treatment, recuperation or therapy, is in outpatient status or is on the temporary disability retired list (“Military Caregiver Leave”). Such injury or illness must render the service member medically unfit to perform the duties of the member’s office, grade, rank or rating.

**Length of Leave Time:**
When combined with other types of FMLA, Military Caregiver Leave may not exceed 26 weeks during the 12-month period that begins on the first day of such leave. For all other forms of FMLA leave, eligible employees may take up to 12 weeks of leave during any rolling 12-month period following the commencement of the leave. If a husband and wife are both employed by the Company, they may receive a combined total of 12 weeks for birth or care of a newborn or adoption or foster placement of a child and combined total of 26 weeks of Military Caregiver Leave, when combined with other forms of FMLA.
Intermittent and Reduced Schedule Leave: Qualifying Exigency Leave may be taken on an intermittent or reduced-schedule basis. Leave due to a serious health condition, and Military Caregiver Leave, may also be taken on an intermittent or reduced-schedule basis, but only if such an arrangement is medically necessary. Leave for the birth or placement of a child must be taken in one block of time and may not be taken on an intermittent or reduced hours basis unless approved by the Company.

An employee may be required to explain why intermittent or reduced-schedule leave is necessary, and in the case of leave for a serious health condition, the leave may be taken intermittently or on a reduced hours basis only if such a leave is a medical necessity. If intermittent or reduced hours leave is required, the Company may, in its sole discretion, temporarily transfer the employee to another job with equivalent pay and benefits that better accommodates that type of leave.

Notice of Leave:
When the need for FMLA is foreseeable, employees must normally request leave in writing at least 30 days before the leave is to start. If 30 days’ notice is not practicable under the circumstances, the employee must request leave as soon as the need for leave is known, normally on the same or next business day. The employee may be required to explain why 30 days notice was not given. When planning medical treatment, the employee must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt Company operations.

Absent unusual circumstances, all employees seeking FMLA leave will be required to follow normal Company procedures regarding the reporting of absences.

An employee seeking FMLA leave may be required to answer questions to help the Company determine whether the absence qualifies for FMLA leave.

Failure to give proper notice of the need for FMLA leave, or to answer questions about the need for FMLA leave, may result in leave being delayed or denied. When leave is delayed or denied, any absence is unprotected and may result in disciplinary action up to and including termination of employment.

Certifications: The Company usually requires certification for FMLA leave. Certification forms are available from the agency Administrator. The certification requirements for the different types of FMLA leave are as follows:

a. Certification for Serious Health Condition
   1. When FMLA is taken for a serious health condition, the employee must provide a medical certification from the health care provider,
   2. The Company may contact the health care provider for authentication and clarification of the certification form. The employee must ensure that the health care provider has been given any authorization for this contact.
3. The Company may also require a second medical opinion at the Company’s expense. If the first and second opinions differ, the Company, at its own expense, require a third opinion form a heath care provider jointly approved by the Company and the employee, and this third opinion is binding.

4. The Company may require a new certification at the beginning of each new 12-month FMLA period. In addition, the Company normally requires recertification: whenever (a) the employee requests an extension of leave, (b) there is reason to doubt the validity of the certification (such as a suspicious pattern of absence), or (c) circumstances have changed (such as use of intermittent leave more frequently than stated in the original certification).

b. Certification for Qualifying Exigency Leave
1. For Qualifying Exigency Leave, the employee must provide a certification form that explains the circumstances justifying leave.
2. In addition, the first time an employee requests Qualifying Exigency Leave, the employee must provide a copy of the orders or other military documentation.
3. If a meeting with a third party is involved, the Company may contact that party for verification of the timing and purpose of that meeting. The Company may also contact the Department of Defense for verification that the service member is actually a Covered Military Member on active duty or call-up in support of contingency operations.

c. Certification for Military Caregiver Leave
1. For Military Caregiver Leave, the employee must provide a certification form that explains the circumstances justifying leave. As an alternative to that certification form, the employee may submit Invitational Travel Orders (“ITO”) or Invitational Travel Authorizations (“ITA”) covering the service member and those documents provide sufficient certification during the time period specified in those documents. Once that time period has expired, the employee must submit the Company’s certifications form.
2. The Company may contact the service member’s health care provider for authentication and clarification of the certification form. The employee must ensure that the service member provides any authorization necessary for this contact.
3. The Company does not require re-certifications or second or third medical opinions for Military Caregiver Leave.

d. Fitness for Duty
1. When an employee returns from FMLA due to the serious health condition of the employee, he/she must provide a fitness-for-duty certification from his/her health care provider, certifying that the employee is able to return to work and perform each of the essential functions of the job. The Company may provide a job description or other list of job duties for that purpose.
2. For employees on intermittent leave due to their own serious health condition, the Company requires a fitness-for-duty certification every 30 days if(a) the employee has taken intermittent leave during that 30-day period, and (b) reasonable safety concerns exist regarding the employee’s ability to perform his/her duties in light of his/her serious health condition.

e. General Requirements for Certification
1. Certifications must normally be provided within 15 days after the Company requests certification.

2. All certification forms must be filled out completely and sufficiently. A form is incomplete if any part is not filled out. A form is insufficient if any information is vague, ambiguous or non-responsive. The Company provides written notice of deficiency if it considers a certification form incomplete or insufficient, and the employee must normally cure that deficiency within 7 days.

3. Failure to comply with any certification (or recertification) requirement may result in leave being delayed or denied. When leave is delayed or denied, any absence is unprotected and may result in disciplinary action up to and including discharge.

Pay and Benefits During FMLA leave: Employee are required to use their available PTO (if applicable based on eligibility for PTO) at the beginning of the FMLA leave unless collecting Workers’ Compensation or disability payments. The first 3 days of the leave with always be drawn from PTO. A Medical or Family Leave is without pay one PTO has been exhausted.

Please see the applicable summary booklet for eligibility and coverage of disability plans.

During Medical or Family FMLA leave, the Company will continue to pay its portion of benefit plans in which the employee was enrolled in prior to the commencement of the leave. In addition, the employee must continue to pay his/her share of the premium. Arrangements for payment by the employee of his/her portion of the insurance premiums must be made with the Company Controller prior to the commencement of the Medical or Family Leave.

During the Medical or Family Leave, an employee does not accrue employment benefits such as Paid Time Off, nor are holidays granted if on unpaid leave. Employment benefits accrued by the employee up to the day on which the Medical or Family Leave began are not lost.

Civic Duty Leave

Jury Duty

The Company encourages employees to fulfill their civic duties. To that end, employees will be allowed leave to serve on a jury, if summoned. We request that you bring in a copy of your summons notice as soon as you receive it, so that we may keep it on file. If you are called during a particularly busy period, we may ask you to request a postponement. The Company will provide additional documentation in this regard, if necessary, to obtain such postponement.

Jury duty can last from several days to several months or more. During this time you will be considered on a leave of absence and will be entitled to continue to participate in insurance and other benefits as if you were working. While serving on jury duty, you are expected to call in to your supervisor periodically to keep him or her apprised of your status.

All regularly employed trial or grand jurors shall be paid regular wages, but not to exceed $50 per day unless by mutual agreement between the employee and employer, by their employers for the first three days of juror service or any part thereof. Regular employment shall include part-
time, temporary, and casual employment if the employment hours may be determined by a schedule, custom, or practice established during the three-month period preceding the juror’s term of service.

**Appearance as a Witness**

An Employee called to appear as a witness will be permitted time off to appear, but without pay. Employees will be permitted to use accrued PTO, if applicable, when appearing as witnesses.

**Voting**

The Company encourages all employees to vote. Most polling facilities for elections for public office are scheduled to accommodate working voters. The Company, therefore, requests that employees schedule their voting for before or after their work shift. An employee who expects a conflict, however, should notify his or her supervisor, in advance, so that schedules can be adjusted if necessary.
Part 7 – Miscellaneous

Leaving the Company
If you wish to resign your employment with the Company, you are requested to notify your manager of your anticipated departure date at least two (2) weeks in advance. This notice should be in the form of a written note or letter.

You will be paid for accrued but unused vacation time as part of your last paycheck, if applicable. Accrued but unused personal time, however, is not paid upon termination. If, however, you have used personal time in excess of the time actually accrued, this overpayment will be deducted from your final check(s).

The Company asks all employees to participate in an exit interview with their immediate supervisor prior to leaving the company. This provides an opportunity to return keys and other property and tie up any loose ends. You will receive preliminary information at that time regarding COBRA coverage and any other continuation of benefits for which you may be eligible. In addition, all keys, computers, and any other Company equipment must be returned prior to receipt of last paycheck.

Under no circumstances may proprietary information be kept for the employee or shared with outside parties. Prior to payment of the last check, the employee is responsible for returning Company property that she has had in her possession at any time, including, but not limited to, files, notes, notebooks, correspondence, memoranda, drawings, records, plans, business plans, proposals, reports, analyses, studies, agreements, forecasts, financial information, specifications, computer recorded information, tangible property (including, but not limited to, computers, entry cards, identification badges and keys), and any materials of any kind which contain or embody any proprietary or confidential information of the Company (and all reproductions thereof in whole or in part).

If you leave the Company in good standing, you may be considered for reemployment at a later date. However, in the case of rehiring, you may be considered a new employee with respect to vacation time, benefits and seniority.

Dispute Resolution
In a perfect world, every employment relationship would be smooth and harmonious. However, there are, unfortunately, times when employees and employers disagree. These disagreements often arise in the context of involuntary employment termination, but there may be disagreements regarding the right to a promotion, expense reimbursement, or a parade of other things.

All employees of the Company agree to first seek to mediate any dispute with the company with a mediator from the American Arbitration Association or similar organization trained and experienced in employment disputes. Employees are responsible for paying for their own counsel. If mediation is not successful, both the Company and the employee agree to submit their dispute to arbitration. The arbitrator will be chosen from a panel presented by the
American Arbitration Association or such other organization as is acceptable to both parties. The cost of the arbitrator will be split between the Company and the employee. Each party will be responsible for its own attorney or other related fees. Both the Company and the employee acknowledge that by agreeing to arbitrate each gives up its right to litigate their employment dispute in court or to submit it to a jury. The decision of the arbitrator is final and binding.

However, either party may seek to have a court of competent jurisdiction enforce an arbitration award. In addition, the Company retains the right to seek injunctive or other relief in the case of misappropriation of trade secrets or other confidential information, or any other action by an employee which might reasonably be expected to lead to irreparable harm to the Company.