

# International Health Services, Inc.

## Employee Handbook



Revised  
September 2021

## Table of Contents

<b>FOREWORD.....</b>	<b>8</b>
<b>EMPLOYMENT.....</b>	<b>9</b>
<b>I. AT WILL EMPLOYMENT .....</b>	<b>9</b>
<b>II. PROBATIONARY PERIOD .....</b>	<b>9</b>
<b>III. ORIENTATION.....</b>	<b>9</b>
<b>IV. OPEN DOOR POLICY.....</b>	<b>9</b>
<b>V. EMPLOYMENT OUTSIDE THE COMPANY.....</b>	<b>10</b>
<b>VI. EQUAL EMPLOYMENT OPPORTUNITY.....</b>	<b>10</b>
<b>VII. NON-DISCRIMINATION ON THE BASIS OF DISABILITY .....</b>	<b>10</b>
<b>VIII. ANTI-HARASSMENT AND DISCRIMINATION POLICY.....</b>	<b>10</b>
<b>i. Sexual Harassment.....</b>	<b>10</b>
<b>ii. Other Forms of Prohibited Harassment.....</b>	<b>11</b>
<b>iii. Non-Company Employees.....</b>	<b>11</b>
<b>iv. Reporting and Investigation .....</b>	<b>11</b>
<b>v. Non-Retaliation .....</b>	<b>12</b>
<b>vi. Corrective Measures.....</b>	<b>12</b>
<b>vii. Bad Faith Complaints .....</b>	<b>12</b>
<b>viii. State and Federal Remedies.....</b>	<b>13</b>
<b>IX. PREGNANT WORKERS FAIRNESS ACT .....</b>	<b>13</b>
<b>EMPLOYMENT STATUS, RECORDS AND PAYROLL .....</b>	<b>14</b>
<b>I. HOURS OF OFFICE OPERATION .....</b>	<b>14</b>
<b>II. PERSONNEL INFORMATION.....</b>	<b>14</b>
<b>III. TRAVEL &amp; EXPENSE POLICY .....</b>	<b>14</b>
<b>IV. CELL PHONE STIPEND POLICY.....</b>	<b>15</b>
<b>i. Employee Responsibilities .....</b>	<b>15</b>
<b>V. EMPLOYEE CLASSIFICATIONS .....</b>	<b>16</b>
<b>VI. EMPLOYMENT CATEGORIES.....</b>	<b>17</b>
<b>VII. COMPENSATION .....</b>	<b>17</b>
<b>VIII. POLICY REGARDING THE ACCURACY OF COMPENSATION.....</b>	<b>18</b>
<b>i. Review Your Pay Stub .....</b>	<b>18</b>
<b>ii. Non-Exempt Employees .....</b>	<b>18</b>
<b>iii. Exempt Employees .....</b>	<b>18</b>
<b>iv. To Report Violations of This Policy, Communicate Concerns, or Obtain More Information.....</b>	<b>19</b>
<b>IX. LOST, STOLEN, DESTROYED OR EXPIRED CHECKS .....</b>	<b>20</b>

<b>X. COMPANY POLICY ON CLINICIAN DOCUMENTATION .....</b>	<b>20</b>
<b>EMPLOYEE CONDUCT AND LEGAL ISSUES.....</b>	<b>21</b>
<b>I. APPEARANCE .....</b>	<b>21</b>
i. Purpose.....	21
ii. Scope of Policy .....	21
iii. Procedure .....	22
<b>II. USE OF AUDIO HEADPHONES, EARPHONES, &amp; EARBUDS IN THE WORKPLACE.....</b>	<b>22</b>
<b>III. SMOKE &amp; VAPE-FREE WORKPLACE .....</b>	<b>23</b>
i. Scope.....	23
<b>IV. PERFORMANCE EVALUATIONS.....</b>	<b>24</b>
<b>V. PERFORMANCE EXPECTATIONS.....</b>	<b>24</b>
<b>VI. PERFORMANCE &amp; SALARY REVIEW .....</b>	<b>28</b>
i. Appraisal Purpose.....	28
ii. Salary Increases .....	28
<b>VII. EMPLOYEE REFERRAL BONUS PROGRAM.....</b>	<b>29</b>
<b>VIII. PROGRESSIVE DISCIPLINARY POLICY .....</b>	<b>29</b>
i. Purpose.....	29
ii. Scope of Policy .....	29
iii. Procedure: .....	29
iv. Performance & Conduct Issues Not Subject to Progressive Discipline.....	30
v. At Will Employment.....	31
vi. Appeals Process.....	31
vii. Documentation .....	31
viii. Employee Acknowledgement of disciplinary action.....	31
<b>IX. TERMINATION.....</b>	<b>31</b>
<b>X. JOB ABANDONMENT.....</b>	<b>32</b>
<b>XI. EXIT INTERVIEWS .....</b>	<b>32</b>
<b>XII. REFERENCES.....</b>	<b>33</b>
<b>XIII. DRUG AND ALCOHOL USE .....</b>	<b>33</b>
<b>XIV. ELECTRONIC COMMUNICATIONS POLICY .....</b>	<b>33</b>
<b>XV. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 .....</b>	<b>35</b>
<b>XVI. FALSE CLAIMS.....</b>	<b>35</b>
<b>XVII. WHISTLEBLOWER POLICY.....</b>	<b>36</b>
i. Reporting.....	36

ii.	Retaliation .....	36
<b>XVIII.</b>	<b>SOCIAL MEDIA POLICY .....</b>	<b>37</b>
i.	Policy Statement .....	37
ii.	What Is Social Media .....	37
iii.	Know All Company Policies .....	37
iv.	Guidelines for Online Posting.....	38
v.	Honesty and Confidentiality .....	38
vi.	Social Networking with Colleagues.....	38
vii.	No Posting Using Company Resources .....	38
viii.	Identifying as Company Employee .....	38
ix.	Promoting the Company Or Its Product Or Services.....	38
x.	Media Contacts .....	39
xi.	Employment Representations.....	39
xii.	Reporting.....	39
<b>XIX.</b>	<b>PERSONAL CELL PHONE CALLS &amp; TEXTING AT WORK .....</b>	<b>39</b>
<b>XX.</b>	<b>COMPANY AND EMPLOYEE COMMUNICATIONS .....</b>	<b>39</b>
<b>XXI.</b>	<b>TELECOMMUTING POLICY .....</b>	<b>39</b>
a.	Procedure: .....	40
<b>BENEFITS.....</b>		<b>40</b>
<b>I.</b>	<b>HEALTH INSURANCE.....</b>	<b>40</b>
<b>II.</b>	<b>WORKERS' COMPENSATION.....</b>	<b>41</b>
<b>III.</b>	<b>PAID TIME OFF BENEFITS PACKAGE .....</b>	<b>41</b>
i.	What Is the Paid Time Off Benefits Package? .....	41
ii.	Which Employees Get the Paid Time Off Benefits Package? .....	41
iii.	How Much Paid Time Off Is Given with The Package? .....	41
iv.	How Long Do I Have to Work For The Company Before I Can Use My Paid Time Off? .....	42
v.	Do the Paid Time Off Benefits Expire? .....	42
vi.	When Can I Use Paid Time Off Benefits? .....	43
vii.	What If My Employment with The Company Is Terminated? .....	43
viii.	How Do I Know How Much Paid Time Off I Have?.....	43
<b>IV.</b>	<b>SICK TIME POLICY .....</b>	<b>43</b>
i.	Who Qualifies? .....	43
ii.	Accrual of Sick Time .....	43
iii.	90 Day Vesting Period .....	44
iv.	Rate of Pay .....	44

v.	Use of Sick Time .....	44
vi.	Absence Notification Procedures .....	44
vii.	Documentation of Use Of Sick Time.....	45
V.	COMPANY EXPECTATIONS REGARDING ATTENDANCE .....	45
VI.	PAYOUT OF SICK TIME .....	45
VII.	INTERACTION WITH OTHER TYPES OF LEAVE.....	45
VIII.	CONSOLIDATED OMNIBUS BUDGET & RECONCILIATION ACT (COBRA) .....	45
	<b>TIME OFF AND LEAVES OF ABSENCE.....</b>	<b>46</b>
I.	INCLEMENT WEATHER POLICY .....	46
II.	WEATHER RELATED ABSENCES.....	47
III.	VOTING LEAVE .....	47
IV.	FAMILY AND MEDICAL LEAVE .....	47
i.	Eligibility .....	47
ii.	Entitlements .....	47
iii.	Basic FMLA Leave Entitlement.....	47
iv.	Additional Military Family Leave Entitlement (Injured Service Member Leave) 48	
v.	Intermittent Leave and Reduced Leave Schedules .....	48
vi.	No Work While On Leave.....	48
vii.	Protection Of Group Health Insurance Benefits .....	49
viii.	Restoration Of Employment And Benefits.....	49
ix.	Notice of Eligibility For, And Designation Of, FMLA Leave.....	49
V.	EMPLOYEE FMLA LEAVE OBLIGATIONS.....	49
i.	Provide Notice of The Need For Leave.....	49
ii.	Content of Employee Notice .....	49
iii.	Timing of Employee Notice.....	50
iv.	Cooperate in The Scheduling Of Planned Medical Treatment (Including Accepting Transfers To Alternative Positions) And Intermittent Leave Or Reduced Leave Schedules .....	50
v.	Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests For Military Family Leave) .....	50
vi.	Initial Medical Certifications.....	51
vii.	Medical Recertification .....	51
viii.	Return to Work/Fitness for Duty Medical Certifications.....	51
ix.	Submit Certifications Supporting Need for Military Family Leave.....	51
x.	Substitute Paid Leave for Unpaid FMLA Leave.....	52

xi.	Pay Employee's Share of Health Insurance Premiums.....	52
VI.	COORDINATION OF FMLA LEAVE WITH OTHER LEAVE POLICIES.....	52
VII.	MASSACHUSETTS PAID FAMILY AND MEDICAL LEAVE .....	53
i.	Explanation of Benefits.....	53
ii.	Job Protection, Continuation of Health Insurance, No Retaliation.....	53
iii.	How to File a Claim .....	54
iv.	Payment for Concurrent Leave.....	54
v.	Fitness for Duty Certification .....	54
vi.	Department of Family and Medical Leave (DFML) Contact Information .....	54
vii.	More Information is Available .....	54
viii.	Company Contact.....	55
VIII.	SMALL NECESSITIES LEAVE .....	55
IX.	PARENTAL LEAVE .....	55
X.	MILITARY LEAVE .....	56
XI.	JURY DUTY .....	58
XII.	BEREAVEMENT LEAVE .....	58
XIII.	UNPAID PERSONAL LEAVE .....	58
XIV.	DOMESTIC VIOLENCE LEAVE .....	58
i.	Employees Who Are Eligible for Domestic Violence Leave.....	58
ii.	“Family Member” Under the Act .....	58
iii.	“Domestic Violence” Under the Act.....	58
iv.	“Abuse” And “Abusive Behavior” Under the Act.....	59
v.	When Domestic Violence Leave Is Available .....	59
vi.	Notice Requirement.....	59
vii.	Documentation Needed to Be Provided to Support A Leave Request.....	59
viii.	Confidentiality Requirements .....	60
ix.	Exhaustion Of Vacation, Personal And Sick Leave .....	60
x.	Unpaid Leave .....	60
xi.	Questions Regarding Policy .....	60
	COMPLAINT PROCEDURE.....	61
	CORONAVIRUS ADDENDUM.....	62
I.	CORONAVIRUS WORKPLACE POLICY .....	62
I.	Purpose:.....	62
II.	Scope: .....	62
III.	Procedure: .....	62
IV.	Enforcement: .....	63

V. Mandatory Policy Review & Training: .....	63
I. CORONAVIRUS TRAVEL POLICY .....	63
I. Purpose .....	63
II. Scope .....	64
III. Procedure .....	64
I. Domestic Travel .....	64
II. International Travel .....	64
Enforcement: .....	64
Acknowledgment .....	64
<b>COVID-19 VACCINATION POLICY .....</b>	<b>65</b>
I. Purpose .....	65
II. Scope .....	65
III. Reasonable Accommodation .....	65
<b>EMPLOYEE’S ACKNOWLEDGMENT .....</b>	<b>66</b>

# **FOREWORD**

This Handbook contains a summary of some of the employment policies and benefits for International Health Services, Inc. (the “Company”). The contents of this Handbook are guidelines. The Handbook is not a contract and is not intended to cover all of the personnel guidelines, policies, rules, or benefits of the Company. Some personnel-related circumstances are rare at the Company and these specific situations will be handled by management on an individual basis as the need arises. For more information regarding a specific employment policy or benefit, please contact the Director of Human Resources, Daniella Bessarabova at 413-372-1755, or [Daniella.Bessarabova@Ihserv.org](mailto:Daniella.Bessarabova@Ihserv.org).

Circumstances will require that policies, guidelines, and benefits described in this handbook will change from time to time. As a result, the Company reserves the right to amend, supplement or rescind any provision of this handbook as it deems appropriate in its sole and absolute discretion with or without prior notice, and with or without a written revision to this Handbook. As information is revised, we will make every effort to distribute the updated materials to you as soon as possible.

The language used in this Handbook is not a contract between the Company and any one or all of its employees. Your employment is at will and as such is terminable by you or the Company at any time, for any reason with or without cause.

The Company believes in promoting an atmosphere of open communication and cooperation among all of our employees. This Handbook reflects that thinking. The Company wants your employment with us to be a productive and satisfying experience. Through our continued communications, we can provide for the most satisfactory relationship for us all. Keep the handbook where you can easily refer to it. If you require more information about a policy mentioned in the handbook, please ask your supervisor, or contact the Human Resources Department at 413-507-2304 or email [Human.Resources@Ihserv.org](mailto:Human.Resources@Ihserv.org).

Margarita Blanter

President



# **EMPLOYMENT**

## **I. AT WILL EMPLOYMENT**

Employment with the Company is on an at-will basis, unless otherwise stated in a written individual employment agreement signed by Margarita Blanter or Daniella Bessarabova. This means that employment may be terminated by the employee or the employer at any time, for any reason or for no reason, with or without cause and with or without prior notice.

No one has the authority to make any express or implied representations in connection with, or in any way limit, an employee's right to resign or the Company's right to terminate an employee at any time, for any reason or for no reason, with or without cause and with or without prior notice. Nothing in this handbook creates an employment agreement, express or implied, or any other agreement between any employee and the employer.

No statement, act, series of events or pattern of conduct can change this at-will relationship.

## **II. PROBATIONARY PERIOD**

An employee's first ninety (90) days of employment are on a trial basis and are considered a continuation of the employment selection process. The ninety (90) day probationary period provides the Company an opportunity to observe and evaluate the capacity of the employee, which includes the employee's ability to satisfactorily perform the essential functions of his or her job; and to observe and evaluate the employee's work habits and conduct, including attendance and the employee's relationship with coworkers and superiors. The Company may extend this probationary period if necessary. For Upper-Management positions, the probationary period is 6 months and may also be extended if necessary.

This probationary period is not a term of employment and is not intended, nor does it, impact the at will nature of the relationship between the Company and the employee. Whether during the probationary period or otherwise during the employment relationship, either the Employee or the Company may terminate employment at any time, for any reason or for no reason, with or without cause and with or without prior notice.

## **III. ORIENTATION**

The Human Resources Department provides a general orientation program for new employees, and for employees who transfer to a different position. Orientation information specific for each program will be conducted by the appropriate department within the company.

## **IV. OPEN DOOR POLICY**

We want to maintain a positive and pleasant environment for all of our employees. To help us meet this goal, our Company has an open-door policy, by which employees are encouraged to report work-related concerns. If something about your job is bothering you, or if you have a question, concern, idea, or problem related to your work, please discuss it with the Human Resources Department or any member of the upper-management team as soon as possible. We encourage you to come forward and make your concerns known to the Company. We cannot solve the problem if we do not know about it.

## **V. EMPLOYMENT OUTSIDE THE COMPANY**

For those employees who decide to hold employment outside of the Company, your activity and conduct away from the job must not conflict with, or in any way compromise the Company's interests, or adversely affect your job performance and ability to fulfill all responsibility to the Company. For questions or more information please call the Human Resources Department. All employees who may have a potential conflict of interest should report this to the Director of Human Resources, Daniella Bessarabova, at [Daniella.Bessarabova@Ihserv.org](mailto:Daniella.Bessarabova@Ihserv.org), or 413-372-1755.

## **VI. EQUAL EMPLOYMENT OPPORTUNITY**

The Company is committed to equal employment opportunity. Our policy is to recruit, hire, train, promote and reward employees for their individual abilities, achievements, and experience regardless of race, color, religion, sex, age, national origin, ethnicity, sexual orientation, disability, military status, genetic information, or other non-work-related personal trait or characteristic to the extent protected by law.

## **VII. NON-DISCRIMINATION ON THE BASIS OF DISABILITY**

It is the policy of the Company to comply with the Americans with Disabilities Act and applicable state and local laws that prohibit discrimination in employment against qualified individuals with disabilities. Qualified individuals with disabilities will be treated in a non-discriminatory manner in all terms, conditions, and privileges of employment.

We will maintain any medically related information in a confidential manner in separate, confidential files. We will also provide reasonable accommodations to qualified applicants and employees with disabilities, except where making an accommodation would create an undue hardship on the Company. All requests for reasonable accommodation from qualified applicants and employees with disabilities must be referred to the Director of Human Resources and/or the Compliance Officer. All applicants/employees requesting an ADA accommodation must return a completed Medical Inquiry Form to the Human Resources Department.

## **VIII. ANTI-HARASSMENT AND DISCRIMINATION POLICY**

The Company is committed to maintaining a work environment free of unlawful discrimination or harassment. Harassment includes committing or encouraging any unwelcome behavior that is threatening, humiliating, bullying, embarrassing or intimidating. Workplace discrimination or harassment based on an individual's gender, race, color, national origin, age, religion, disability, military service, genetic information, sexual orientation, gender identity, or any other classification protected by law, is strictly prohibited and will not be tolerated.

### **i. Sexual Harassment**

Sexual harassment is a form of illegal harassment and a violation of this policy. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and any other verbal or physical conduct of a sexual nature, when:

- Submission to the conduct is made either explicitly or implicitly as a condition of employment;
- Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed individual; (some examples of employment decisions are hiring, promotions, performance ratings, salary increases, or preferred work assignments.)
- Such conduct has the purpose or effect of substantially interfering with the individual's work performance or creates an intimidating, hostile or offensive work environment

Unwelcome sexual conduct may include, but is not limited to:

- sexual bantering;
- off-color language or jokes;
- sexual flirtations, advances, propositions or touching;
- requests for sexual favors;
- verbal abuse of a sexual nature;
- verbal commentaries or gestures about an individual's body;
- sexually-degrading words used to describe an individual;
- displays of sexually-suggestive objects or pictures;
- using sexual or degrading gestures or other non-verbal communications;
- repeated requests for social engagements when previously declined.

Under the law, it makes no difference if the victim of sexual harassment is of the same or opposite sex as the harasser. Engaging in such conduct through written communications or by originating, forwarding or accessing electronic communications via texting, email or the Internet also is specifically prohibited.

## **ii. Other Forms of Prohibited Harassment**

It is a violation of this policy for any employee to engage in unwelcome and offensive conduct on the basis of an employee's age, race, color, gender, religion, national origin, disability, military service, sexual orientation, genetic information, gender identity, or any other classification protected by law – which has the purpose or effect of interfering unreasonably with another employee's work performance or creating an intimidating, hostile or offensive working environment. Examples of such conduct include but are not necessarily limited to:

- jokes about a person's protected class status;
- degrading or humiliating statements about protected class status;
- pictures or gestures which depict negatively a protected class;
- comments regarding an individual's physical appearance or attributes;
- Other expressions of stereotypical or prejudicial attitudes about protected class membership.

## **iii. Non-Company Employees**

Prohibitions against harassment will also apply to non-employees. Non-employees include applicants or third parties such as vendors or customers. When non-employees interact with our employees (including through electronic communications), we expect them to adhere to the same standards of conduct that we expect of our employees. If any employee feels harassed or discriminated against, either sexually or based on membership in a protected class, he/she should use the reporting procedure below. Conversely, we expect our employees to treat non-employees with the same courtesy and respect as co-workers. Harassment or discrimination by Company employees is strictly prohibited.

## **iv. Reporting and Investigation**

The Company strongly encourages good faith reporting of all instances of harassment or discrimination. In addition, the Company encourages employees who believe they are being subjected to such conduct to advise the offender that his/her behavior is unwelcome and request that it be discontinued. Any manager who becomes aware of possible sexual or other unlawful harassment or discrimination must immediately advise the Director of Human Resources or the Compliance Officer. An employee who feels he/she has been harassed or subjected to discrimination or who has witnessed behavior in violation of this policy must immediately report the alleged violation to the Director of Human Resources or the Compliance Officer.

Because the Company takes allegations of sexual and other unlawful harassment and discrimination seriously, we will respond promptly to complaints and where it is determined that

such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate. Please note that while this policy sets forth our goals of promoting a workplace that is free of sexual and other unlawful harassment and discrimination, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual or other unlawful harassment or discrimination.

A prompt, thorough and impartial investigation will be made. The complaint will be disclosed only to the extent necessary to conduct a thorough investigation or as necessary to take appropriate corrective measures. Each employee is expected, as a condition of employment, to cooperate in any such investigation. Failure to cooperate in such an investigation may subject the employee to disciplinary action, up to and including termination of employment. When we have completed our investigation, we will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation. If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct.

**v. Non-Retaliation**

Management will ensure that there is no coercion, retaliation, intimidation, or harassment directed against any employee who makes a good faith report or serves as a witness on behalf of another employee. If any employee feels that he/she has been retaliated against for making a report or participating in the investigation process, the alleged violation should be reported immediately to the Director of Human Resources or an Administrator using the procedures above.

**vi. Corrective Measures**

Any employee found to have unlawfully harassed or discriminated against another employee will be subject to appropriate discipline, up to and including termination of employment in the sole discretion of the Company. Further, any employee found to have coerced, retaliated against, intimidated or harassed an employee for making a report or for serving as a witness on behalf of another employee, will be subject to appropriate discipline, up to and including termination of employment.

**vii. Bad Faith Complaints**

Engaging in bad faith complaints is an equally serious matter. If, following an investigation, it is determined that allegations have been made in a bad faith manner, appropriate discipline, up to and including termination of employment will result.

**viii. State and Federal Remedies**

In addition to the above, if you believe you have been subjected to sexual or other unlawful harassment, or discrimination, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim which may vary based on your state.

**The United States Equal Employment Opportunity  
Commission (“EEOC”)**

10 Congress Street – 10<sup>th</sup> Floor  
Boston, MA 02114  
(617) 565-3200

**The Massachusetts Commission Against  
Discrimination (“MCAD”)**

One Ashburton Place  
Boston, MA 02108  
(617) 994-6000

**IX. PREGNANT WORKERS FAIRNESS ACT**

The Pregnant Workers Fairness Act expressly prohibits employment discrimination on the basis of pregnancy and pregnancy-related conditions, such as lactation or the need to express breast milk for a nursing child. It also describes employers’ obligations to employees that are pregnant or lactating and the protections these employees are entitled to receive. Generally, employers may not treat employees or job applicants less favorably than other employees based on pregnancy or pregnancy related conditions and have an obligation to accommodate pregnant workers

Under the Act:

- Upon request for an accommodation, our company has an obligation to communicate with the employee in order to determine a reasonable accommodation for the pregnancy or pregnancy-related condition. This is called an “interactive process,” and it must be done in good faith. A reasonable accommodation is a modification or adjustment that allows the employee or job applicant to perform the essential functions of the job while pregnant or experiencing a pregnancy-related condition, without undue hardship to the employer.
- Our company must accommodate conditions related to pregnancy, including post-pregnancy conditions such as the need to express breast milk for a nursing child, unless doing so would pose an undue hardship on the employer. “Undue hardship” means that providing the accommodation would cause the employer significant difficulty or expense.
- Our company cannot require a pregnant employee to accept a particular accommodation, or to begin disability or parental leave if another reasonable accommodation would enable the employee to perform the essential functions of the job without undue hardship to the employer.
- Our company cannot refuse to hire a pregnant job applicant or applicant with a pregnancy-related condition, because of the pregnancy or the pregnancy-related condition, if an applicant is capable of performing the essential functions of the position with a reasonable accommodation.

- Our company cannot deny an employment opportunity or take adverse action against an employee because of the employee's request for or use of a reasonable accommodation for a pregnancy or pregnancy-related condition.
- Our company cannot require medical documentation about the need for an accommodation if the accommodation requested is for: (i) more frequent restroom, food or water breaks; (ii) seating; (iii) limits on lifting no more than 20 pounds; and (iv) private, non-bathroom space for expressing breast milk. An employer, may, however, request medical documentation for other accommodations.

## **EMPLOYMENT STATUS, RECORDS AND PAYROLL**

### **I. HOURS OF OFFICE OPERATION**

The hours of operation for the office are 8:30 AM – 5:00 PM, Monday through Friday. Please notify your manager or the appropriate person/s if you are going to be late or absent. Employees may leave a voice mail message or send a text message but must follow up by speaking with the supervisor or office staff the day of the absence. Unexcused excessive absenteeism or tardiness that is not categorized as job protected leave will not be tolerated and may lead to disciplinary action, up to and including termination.

Field Staff have a weekly schedule of visits. Any scheduling changes must be reported to the office immediately. It is the employee's responsibility to notify the appropriate person/s as soon as you he/she knows they are going to be late for a scheduled visit or absent that day.

### **II. PERSONNEL INFORMATION**

The Company maintains personnel records that are important to you. The information in an employee's personnel file includes the employee's job application, resume, immigration status, records of training, performance evaluations, salary increase information, and other employment records.

An employee may review or obtain a copy of his or her personnel file by submitting a written request to Director of Human Resources and or/Compliance Officer. The Company will schedule an appointment during normal business hours for the employee to review his or her personnel file in the presence of the Director of Human Resources or will provide the employee with a copy of his or her personnel file within five (5) business days of receipt of the written request.

**You are responsible for making sure that your personal information is kept current.** You are required to promptly report to Human Resources changes in name, address, home phone number, number of dependents, marital status, emergency contact, benefits plans, beneficiaries, military status and educational degrees and certificates.

### **III. TRAVEL & EXPENSE POLICY**

The Company will reimburse its employees for reasonable expenses incurred as a result of authorized travel on company business, marketing expenses, cell phone and other authorized expenses. An "Expense Reimbursement Form" must be completed by the employee with all applicable receipts attached. The Expense Reimbursement Form is processed for payment only

after authorization by your manager. If you have any questions about what expenses will be paid by the Company, please speak with your manager.

#### **IV. CELL PHONE STIPEND POLICY**

Employees who hold positions that include the need for a cell phone may receive a cell phone stipend to reimburse for business-related costs incurred when using their personally owned cell phones. To qualify for the stipend, the employee must have a business need, defined, and approved by their Supervisor. Employees will be approved if the duties of the position require that the employee work regularly in the field away from land line communication and if the employee needs to be immediately accessible.

In order to comply with IRS regulations, the stipends will be subject to all appropriate taxes. The level of stipend will be determined by a person's job duties as it relates to cell phone use and access and the employee's number of working hours. The cell phone stipend is intended to reimburse the employee for the business use of the device. It is not intended to fund the cost of the device nor pay for the entire monthly bill. The assumption is that most employees also use their cell phone for personal use. The Company will review and set the amounts to be provided for stipends on an annual basis.

All employees who hold positions that require the utilization of a cell phone have the option of using a Company-Issued phone rather than using their own personal cell phone. Only employees who receive authorization from their Supervisor will receive a cell phone stipend. Management may periodically request that the employee provide a copy of the first page of the phone bill in order to verify that he/she has an active wireless phone plan. Federal, state, and local taxes, as well as any other legally required deductions will be subtracted from the stipend allowance.

Employees *do not* have to submit cell phone expense reports to the Finance Department. The Human Resources Department will submit a monthly report to the Finance Department with the names of all employees who have been approved and have signed off on the policy. Employees should not submit individual expense reports or reimbursement requests related to cell phone stipends.

##### **i. Employee Responsibilities**

- Purchase cellular phone service and equipment and assume responsibility for vendor terms and conditions. The employee is responsible for plan choices, and service features. This includes termination clauses, and paying all charges associated with the cellular service and device.
- Report any job function changes that eliminate or significantly reduce the business need for a cell phone to your supervisor within 5 business days of this change. Also, if the employee reduces service levels in the wireless contract below the reimbursed amount, the same communication expectations exist. The employee must return all excess stipend funds.
- Keep (or have access to) monthly invoices for a two-year period so they can be produced upon request by either a Company rep or the Internal Revenue Service.
- Avoid using the cellular phone for work related purposes while operating a motor vehicle, machinery or in other dangerous situations.
- Delete all Company data from the cell phone when employment with the Company is severed, except when required to maintain the data in compliance with a litigation hold notice.

- The employee is responsible for all charges on his/her personal wireless plan, including early termination fees. If the employee is terminated from the Company, whether voluntary or involuntary, he/she continues to be responsible for the contractual obligations of his/her wireless plan.
- Employee agrees that they are responsible for the purchase, loss, damage, insurance, and/or replacement of phone equipment.
- If a cell phone with data capabilities is stolen or missing, it must be reported to the employee's supervisor and to the cell phone service provider as soon as possible.
- Employees are responsible for using discretion in relaying confidential business-related information over any wireless device since wireless transmissions are not secure.
- Employees understand that Federal, state, and local taxes, and any other legally required deductions will be subtracted from the stipend allowance.
- The employee has the responsibility of informing their Supervisor if they choose the option of receiving a Company-issued flip phone rather than using their own personal cell phone.
- The employee cannot receive a cell phone stipend without prior approval from their Supervisor.
- The employee must provide their cell phone number to the Human Resources Department & to their Supervisor.
- The employee agrees to carry the cell phone with them, keep it charged and in operational condition, use it appropriately, and be accessible for business use of the cellular device during their regular working hours as required by their Supervisor.
- Employees who fail to meet all the requirements of this cell phone stipend policy & agreement while receiving a stipend may be subject to disciplinary action.

## **V. EMPLOYEE CLASSIFICATIONS**

Exempt: Employees whose positions meet specific tests established by the Fair Labor Standards Act (FLSA) and applicable state law and who are exempt from overtime and minimum wage requirements. The basic premise of exempt status is that the exempt employee is to work the hours required to meet his/her work responsibilities.

Non-exempt: Employees whose positions do not meet FLSA and state exemption tests and who are paid at a rate of one and one-half times their regular rate of pay for hours worked in excess of forty (40) hours per week.

Salaried Employee: Employees who are hired and paid a fixed weekly salary and are regularly scheduled to work forty (40) hours per work week. Salaried employees may be classified as either exempt or non-exempt.

Hourly Employee: Employees who are paid on an hourly basis for all hours worked on either a part-time or full-time basis. Hourly employees are non-exempt.



## **VI. EMPLOYMENT CATEGORIES**

Salaried Administrative Staff (SAS): Exempt, employees who are paid on a salary basis and meet the requirements for one of the exemptions allowed under the Fair Labor Standards Act. Employees in this category receive vacation, personal, sick and holiday pay based on the policy stated in this handbook. Employees in this category are exempt from the FLSA overtime pay requirements.

Hourly Administrative Staff, Level 1 (HAS1):

Non-Exempt, employees who are paid on an hourly basis, and do not meet one of the exemptions allowed under the Fair Labor Standards Act, therefore are eligible for overtime for hours worked over 40 in one work week. All overtime hours must be approved by a Supervisor or Human Resources. Employees in this category do *not* receive vacation, personal or holiday pay. All employees receive sick time in accordance with the policy in our Employee Handbook.

Hourly Administrative Staff, Level 2 (HAS2):

Non-Exempt, employees who are paid on an hourly basis, and do not meet one of the exemptions allowed under the Fair Labor Standards Act, therefore are eligible for overtime for hours worked over 40 in one work week. All overtime hours must be approved by a Supervisor or Human Resources. Employees in this category receive vacation, personal, sick, and holiday pay based on the policy stated in this handbook.

Field Staff: Non-exempt, employees who make regularly scheduled visits to clients/patients. Employees in this category do not receive vacation, personal or holiday pay. All employees receive sick time in accordance with the policy in our Employee Handbook.

All employees are paid on a biweekly payroll schedule.

## **IV. MEAL PERIODS**

For shifts of six (6) hours or more, you are required to take a non-compensated meal period break of one half (.5) hour. No employee will be allowed to work more than six (6) consecutive hours in a workday without taking a meal period break. Under normal circumstances, a meal period may not be waived to shorten an employee's work hours or to be used in lieu of time without pay, unless a specific agreement is made with Management.

Field employees have flexible schedules and are responsible for scheduling their own meal breaks.

Any employee who is working a shift of over 6 consecutive hours who perceives that they do not have time to take a half hour meal period break, they must report this to their supervisor or to the Human Resources Department immediately in order to guarantee that this meal period break will be scheduled.

## **VII. COMPENSATION**

Wages are paid every two weeks up to the pay period end date. Pay periods end on Saturday. Hourly employees need to submit time sheets by Monday at 12:00PM. Field staff are responsible for recording travel time on their time sheets reflecting hours worked per week. There is a presumption that each hour of work reported by Field Staff includes (15) minutes of travel time. Notwithstanding this presumption, employees will be paid for actual travel time in excess of 15 minutes as long as travel is work related (i.e., between clients). An "Expense

Reimbursement Form” must be completed by the employee and submitted to your manager or Human Resources in order to get reimbursed.

The Company encourages employees to cash or deposit his/her paycheck within six (6) months of receiving them, as checks may be voided after such time.

## **VIII. POLICY REGARDING THE ACCURACY OF COMPENSATION**

It is our policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure that you are paid properly for all time worked and that no improper deductions are made, you must record correctly all work time and review your paychecks promptly to identify and to report all errors. You also must not engage in off-the-clock or unrecorded work.

### **i. Review Your Pay Stub**

We make every effort to ensure our employees are paid correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes do happen and are called to our attention, we promptly will make any correction that is necessary. Please review your pay stub when you receive it to make sure it is correct. If you believe a mistake has occurred or if you have any question, please use the reporting procedure outlined below.

### **ii. Non-Exempt Employees**

If you are eligible for overtime pay or extra pay (including pay due under the Handbook), you must maintain a record of the total hours you work each day. These hours must be accurately recorded on a timecard or form of time sheet that will be provided to you. Each employee must sign his or her timecard to verify that the reported hours worked are complete and accurate (and that there is no unrecorded or “off-the-clock” work). Your timecard must accurately reflect all regular and overtime hours worked, any absences, early or late arrivals, early or late departures and meal breaks. At the end of each week, you should submit your completed timecard for verification and approval. When you receive each paycheck, please verify immediately that you were paid correctly for all regular and overtime hours worked each workweek.

### **iii. Exempt Employees**

If you are classified as an exempt salaried employee, you will receive a salary, which is intended to compensate you for all hours that you may work for the Company. This salary will be established at the time of hire or when you become classified as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

You will receive your full salary for any workweek in which work is performed. However, under federal law, your salary is subject to certain deductions. For example, absent contrary state law requirements, your salary can be reduced for the following reasons in a workweek in which work was performed:

- Full day absences for personal reasons, including vacation.
- Full day absences for sickness or disability since we have a bona fide sick leave policy.
- Family and Medical Leave absences (including FMLA and Mass PFML), either full or partial day absences.
- Full day disciplinary suspensions for infractions of safety rules of major significance (including those that could cause serious harm to others).
- To offset amounts received as payment for jury and witness fees or military pay.

- Unpaid disciplinary suspensions of one or more full days for significant infractions of major workplace conduct rules set forth in written policies.
- The first or last week of employment in the event you work less than a full week.

Your salary also may be reduced for certain types of deductions, such as: your portion of health, dental or other benefits premiums, state, federal or local taxes, social security; or voluntary contributions to Company sponsored benefits plans. In any work week in which you performed any work, your salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness or disability.
- Your absence because the facility is closed on a scheduled workday.
- Absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work.
- Any other deductions prohibited by state or federal law.

Please note: You will be required to use accrued vacation, personal or sick time for full or partial day absences for personal reasons, sickness, or disability, unless leave is taken under a law that prevents the required use of paid time off. However, your salary will not be reduced for partial day absences if you do not have sufficient accrued paid time off.

**iv. To Report Violations of This Policy, Communicate Concerns, or Obtain More Information**

It is a violation of the Company's policy for any employee to falsify a timesheet or to alter another employee's time sheet. It is also a serious violation of Company policy for any employee or manager to instruct another employee to incorrectly or falsely report hours worked or alter another employee's time sheet to under- or over-report hours worked. If any manager or employee instructs you to (1) incorrectly or falsely under- or over-report your hours worked, (2) alter another employee's time records to inaccurately or falsely report that employee's hours worked, or (3) conceal any falsification of time records or to violate this policy, do not do so. Instead, report it immediately to the Director of Human Resources.

You should not work any hours outside of your scheduled workday unless your supervisor has authorized the unscheduled work in advance. Do not start work early, finish work late, work during a meal break or perform any other extra or overtime work unless you are authorized to do so, and that time is recorded on your time sheet. Employees are prohibited from performing any "off-the-clock" work. "Off-the-clock" work means work you may perform but fail to report on your timesheet. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including discharge.

If you have questions about deductions from your pay, please contact your supervisor immediately. If you believe your wages have been subject to any improper deductions or your pay does not accurately reflect all hours worked, you should report your concerns to a supervisor immediately. If a supervisor is unavailable or if you believe it would be inappropriate to contact that person (or if you have not received a prompt and fully acceptable reply within three business days), you should immediately contact the HR Director/Compliance Officer, Daniella Bessarabova, Esq. at (413) 372-1755.

Every report will be fully investigated, and corrective action will be taken, up to and including discharge of any employee(s) who violates this policy.

In addition, the Company will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the Company's investigation of such

reports. Retaliation is unacceptable. Any form of retaliation in violation of this policy will result in disciplinary action, up to and including discharge.

## **IX. LOST, STOLEN, DESTROYED OR EXPIRED CHECKS**

It is our policy that we utilize the address that is provided by an employee on their employment application for all administrative purposes, including mailing payroll checks. If an employee wants our Company to use a different address than what is listed on their employment application, they must submit a Change of Address form in writing to the Human Resources Department. In order to make a timely change of address, all forms must be submitted to the Human Resources Department *before* the next payroll processing date. Once payroll is processed for the upcoming pay date, addresses cannot be changed on payroll checks.

All payroll checks that are lost or stolen as a result of failure to submit a Change of Address form in a timely manner, or the absence of any Change of Address form, will be categorized as employee fault.

If our Company mails an employee payroll check to the proper address listed on file, as indicated on their employment application, our Company is not liable for lost or stolen checks. If it is determined by the Finance Department that an employee's payroll check was lost as a result of an administrative error on the part of the Company, the employee will be provided with a replacement check.

If an employee's paycheck is lost, stolen, destroyed, or expired, they should contact the Human Resources Department as soon as possible. The employee must then complete the Lost/Stolen Check Form to attest to the fact that they believe that the check is lost, stolen, destroyed, or expired.

Once the form is received, a representative from the Finance Department will notify the bank to stop payment on the check. Please note that a request of stop payment does not guarantee that the check will not clear the bank. If the Company receives confirmation of the lost check's cancellation, we may issue a replacement check. Since the bank may charge a fee for stop-payments, they employee may be asked to sign a payroll deduction form to cover the cost of this fee. If a check has cleared the bank, a replacement check will not be issued, unless it has been determined by the Finance Department that an administrative error occurred on the part of the Company. If an administrative error has been found, stop payment fees will not be charged to the employee.

If the Company issues a replacement check to an employee, and the employee locates the original check, the employee must not attempt to cash or deposit it. The check must be returned to the Human Resources Department.

In order to ensure that paychecks do not become lost, stolen, destroyed or expired, all employees should enroll in direct deposit.

## **X. COMPANY POLICY ON CLINICIAN DOCUMENTATION**

Our mission is to deliver the highest quality of patient care. All clinicians who provide care to our patients must complete their accompanying patient documentation for each visit. Since patient documentation is a requirement under federal and state regulations, it is mandatory that all clinicians complete their notes within the designated program time frame. The clinician

notes are a critical component for the delivery of quality patient care. Our patient providers rely on these notes to gain a thorough understanding of the status of the patient's health. Late documentation also impacts requests for prior authorizations, billing and payroll.

All of our Company clinicians have signed job descriptions which clearly state that timely completion of patient documentation is an essential job function. Clinical notes should be submitted within one week of the day of service delivery. The compensation paid to a clinician for a visit is calculated to include the time spent providing services to the patient and the time spent documenting the encounter. If the clinician notes are not submitted, the visit is considered incomplete. If records are ever subpoenaed, a missing visit note is equivalent to a missing visit. For auditing purposes, if the visit is not documented, it is treated as though it never happened.

Due to the significance of patient documentation, all clinicians who do not complete their notes within the designated program time frame will be subject to disciplinary action, up to and including termination. Additionally, since failure to complete patient notes directly affects our ability to provide quality care for patients and to remain in compliance with the law, we may have a duty to file a complaint with the applicable Massachusetts licensing board against any clinician with outstanding patient documentation.

State law authorizes licensing boards to investigate complaints against clinicians. The Board may sanction a clinician's license when there is evidence of their violation of law, regulations, or standards of conduct that pose a risk to the public. Disciplinary action depends on the particular Board standards and what the Board determines is necessary to ensure that a clinician's unsafe behaviors or practice deficiencies are remediated. To remain licensed, clinicians must demonstrate that they are able to practice in a safe and competent manner.

## **EMPLOYEE CONDUCT AND LEGAL ISSUES**

### **I. APPEARANCE**

#### **i. Purpose**

All employees are responsible for maintaining a neat and professional appearance including good personal hygiene. Employees are expected to present themselves in a manner that projects a positive image to our patients, contractors, vendors, co-workers, visitors and to the general public. Staff members must exercise good judgment in selecting appropriate dress and grooming practices for work.

#### **ii. Scope of Policy**

Although it is not possible in a written policy to address every conceivable question on office attire, the following should provide examples of attire that the Company considers inappropriate.

Employees should avoid wearing:

- Revealing or tight clothing
- Sloppy clothing
- Short skirts or dresses
- Athletic apparel
- T-Shirts
- Sweatshirts
- Clothing showing midriffs

- Beach wear
- Low-rise pants
- Clothing with rips, tears, or frays
- Stilettos/Platform shoes
- Flip Flops
- Excessive perfumes or other scents
- Clothing with unprofessional, offensive, or suggestive pictures/images

Additionally:

- Facial hair must be neat and trimmed
- Visible tattoos that are lewd (offensive in nature) must be covered
- Employees are not to wear jewelry that may cause hindrances to safety and performance of the job
- Hair must be neat in appearance at all times and must not detract from the total professional appearance of the employee.
- Field Staff must carry ID Badges that identify them as Company employees.
- Employees who provide direct care services to patients are not permitted to wear open toed shoes while providing direct care services to the patients

### **iii. Procedure**

Department managers may exercise reasonable discretion to determine appropriateness in employee dress and appearance.

Employees will be sent home to make appropriate changes if their personal appearance or dress is deemed unacceptable or for poor personal hygiene. The time spent away from the job for such purpose is not considered as time worked under the Fair Labor Standards Act. Non-exempt employees will not be compensated for any work time missed because of failure to comply with designated workplace attire and grooming standards.

An employee who is unsure of what is appropriate should check with a Human Resources Representative or with his or her supervisor.

Our Company recognizes the importance of individually held religious beliefs to persons within our workforce. Our Company will reasonably accommodate a staff member's religious beliefs in terms of workplace attire unless the accommodation creates an undue hardship.

Those requesting a workplace attire accommodation based on religious beliefs, or due to a disability, should contact a representative from the Human Resources Department.

## **II. USE OF AUDIO HEADPHONES, EARPHONES, & EARBUDS IN THE WORKPLACE**

At our Company, communication between supervisors, staff and co-workers is vital to our success. In order to provide the highest quality of care to our patients and clients, we must establish a work environment that fosters team building and positive rapport among team members. The use of audio headphones, earphones, and earbuds for purposes that are not associated with work, such as for playing music, can isolate an employee and greatly interfere with their ability to listen and participate in work team discussions.

Additionally, we have a duty under OSHA to provide a safe workplace. In general, OSHA discourages the use of headphones in the workplace since excessive sound output can both drown out environmental sounds that workers need to hear and threaten hearing. Headphones, earphones, and earbuds can interfere with an employee's ability to hear the fire alarm in a life-threatening emergency. An employee can also fail to hear and respond to another employee, patient or visitor who is crying out for help, in situations including choking or seizures that are outside of the employee's line of vision.

Even at low volumes, sound from headphones can often be heard by other staff and visitors nearby. This noise can be annoying and distracting to others. Certain types of music, lyrical and other content can also be offensive to fellow employees and visitors. Fellow supervisors and employees may also feel uncomfortable if they are forced to wave at or tap the shoulders of those who wear headphones in order to get their attention.

The use of headphones and similar devices may also reduce productivity in the workplace. Employees can miss out on important information exchanges, including opportunities to learn by hearing questions and answers from colleagues. While wearing headphones and similar devices, staff, patients, or visitors may perceive that they cannot approach the employee with a question or concern. Employees can also miss out on critical instructions from supervisors.

Based on all of these concerns, our Company has banned the use of audio headphones, earphones, and earbuds for purposes that are not associated with work. Employees may use these devices for work related tasks that have been approved by a supervisor. If an employee wishes to use headphones or similar devices in specific situations for noise cancellation purposes, not for listening to music or other audio sources, they can request permission from their supervisor. Any employee requesting an accommodation do this policy must contact the Director of Human Resources.

### **III. SMOKE & VAPE-FREE WORKPLACE**

Our Company is committed to providing a safe and healthy workplace and to promoting the health and well-being of its employees. As such, the following policy has been adopted and applies to all employees, contractors, and visitors:

It is the policy of our Company to prohibit smoking and vaping on all company premises, with the exception of the designated smoking area, to protect and enhance our indoor air quality and to provide a safe and healthy work environment for all employees. Smoking is defined as the "act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette or pipe of any kind." Vaping refers to the use of electronic nicotine delivery systems or electronic smoking devices such as e-cigarettes, e-pipes, e-hookahs, and e-cigars.

#### **i. Scope**

This policy applies to:

- All areas of buildings occupied by company employees and/or patients.
- All company-sponsored offsite conferences and meetings.
- All company contracted locations, such as assisted living facilities.
- All vehicles owned or leased by the company.
- All company employees.
- All visitors to company premises.
- All contractors and consultants and/or their employees working on company premises.
- All temporary employees.

- All student interns or volunteers

Smoking and vaping are both prohibited in all the enclosed areas within the Company work sites, including common work areas, private offices, bathrooms, and lunchrooms. This policy applies to all of our designated office buildings as well as all contracted locations. Smoking and vaping are permitted *only* in the following designated outdoor areas:

- 604 Cottage Street, Springfield, MA: In the corner of the back-parking lot next to the dumpster.
- 795 Worcester Street, Springfield, MA: 50 feet away from the building.
- 43 Hudson Drive, Southwick, MA: In back of the building next to the dumpster.
- 319B Allston Street, Brighton, MA: In front of the building on the sidewalk.
- 599 Canal Street, Lawrence, MA: In front of the building in the parking lot.

Those who smoke and/or vape, must properly dispose of their tobacco products.

No additional breaks are allowed to any employee who smokes and/or vapes. Employees should inform their manager if they wish to take a smoking and/or vaping break to ensure proper coverage. Breaks will not be allowed without permission from a manager.

#### **IV. PERFORMANCE EVALUATIONS**

Supervisors/managers and employees are encouraged to discuss employee job performance and goals on a regular basis.

It is the goal of the Company to provide formal performance evaluations to employees every twelve (12) months. However, the timetable and formality of the evaluations are subject to change and the lack of a formal evaluation, within a particular time period, will not excuse an employee's unsatisfactory job performance.

Evaluations will take into consideration a wide range of factors related to job performance, including but not limited to quality of work, effort, timeliness, attendance, initiative, cooperation with other employees and supervisors/managers, and compliance with Company policies and procedures.

#### **V. PERFORMANCE EXPECTATIONS**

This Code of Conduct provides guidance to all the Company employees and assists them in performing their duties within appropriate ethical and legal standards. Compliance with this Code of Conduct is expected, and the Company will take appropriate disciplinary action for non-compliance. The Code of Conduct governs our relationships with clients, outside clinicians, third party payers, subcontractors, independent contractors, vendors, consultants, volunteers, and employees within the Company. Nothing in this Code of Conduct is intended to change the at-will relationship between the Company and its employees. The determination of a failure to comply with any term or provision of this Code of Conduct shall be made by the Company, at its sole discretion.

While it is not possible to list all the forms of behavior that are considered unacceptable, the following are examples of conduct and performance which are unacceptable and will result in disciplinary action, up to and including termination of employment at the discretion of management. Assessments regarding the severity of the discipline are entirely within the Company's discretion. This list is not meant to be exhaustive or all-inclusive.



1. Any violation of Company policies, procedures, and/or guidelines and/or any deliberate action that the Company's management determines, in its discretion, is detrimental to the Company's efforts to serve its clients, fulfill its responsibilities, or operate efficiently.
2. Failure to provide the Human Resources Department with accurate and updated personal data, including all changes after hire in name, address, phone number, and military status when applicable.
3. Any example of negligence, or any careless action that endangers the life or safety of the public, another employee, client or patient;
4. Any negligence or improper conduct leading to damage of the Company-owned or client-owned property;
5. Theft or inappropriate removal or possession of property;
6. Falsification or assisting others in falsification of time keeping records or any other records, including submitting hours on time sheets to be paid for time that work was not in fact performed.
7. Working under the influence of alcohol or illegal drugs and/or possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating the Company-owned vehicles or equipment;
8. Fighting, threatening violence or other disorderly conduct;
9. Boisterous, rough, disruptive or violent behavior;
10. Use of profanity;
11. Failure of an employee whose employment authorization has or will expire, to submit the proper I-9 documents to the Human Resources Department to reverify employment authorization.
12. Use of vile or abusive language;
13. Disrespectful or inappropriate conduct;
14. Insubordination or failure to follow reasonable instructions of a supervisor;
15. Driving a Company vehicle in an unsafe manner or for any personal non-business reason without specific permission;
16. Not using assigned parking areas and observing posted speed limits.
17. Using a cell phone while driving a vehicle in the performance of the Company business, except on a hands-free basis;
18. Sending or reading text messages or email while driving a vehicle in the performance of the Company business;
19. Smoking in prohibited areas;
20. Violation of the Company's policies prohibiting discrimination and harassment, including sexual harassment;
21. Possession of dangerous or unauthorized materials, such as explosives, firearms or knives at any of the Company locations, except as allowed by state or federal law;
22. Excessive absenteeism or absence without notice, unexcused absence from work or being absent from the assigned work area without authorization during the workday, or excessive tardiness (not including absences that qualify as job protected leave).
23. Unauthorized disclosure or release of confidential information;
24. Misuse of e-mail system, signatures, passwords or inappropriate use of the internet or any other system to which an employee may have access;
25. Unsatisfactory performance or conduct or inattention to reasonable professional standards in the provision of the Company services;
26. Fraudulent acts or unethical behavior not mentioned above;
27. Outrageous conduct at work of any nature, such as discriminatory behavior;

28. Gambling other than informal “pools,” or possession of gambling equipment on the Company premises;
29. Gambling of any kind with clients or volunteers;
30. Soliciting or accepting tips or gratuities (money or gifts), for rendering services as an employee of the Company;
31. Misusing the telephone (lengthy personal conversations and unauthorized long-distance calls), lack of courtesy when talking on the telephone, and failure to assist callers who are inappropriately transferred;
32. Any other serious misconduct on the job or off the job which damages the reputation of the Company or which demonstrates an inability of the employee to appropriately perform his or her duties;
33. Failure to report or remedy, where appropriate, hazardous or dangerous situations, including failure of an employee to promptly report an accident, injury or other incident to their Supervisor or the Human Resources Department.
34. The taking of another job while on FMLA leave or Mass PFML or any other authorized leave of absence is grounds for termination of employment, to the extent permitted by law.
35. Failure of a Supervisor or Manager to promptly report an accident, injury or other incident to the Human Resources Department including reports of discrimination or abuse.
36. Failure by an employee to submit their time sheets to the proper designated party by noon on the appropriate Monday or other previously designated day and time.
37. Failure by an employee to submit their monthly logs in a timely manner.
38. Miscalculations and inaccurate payroll reporting from those employees who are responsible for submitting payroll data to payroll administrators.
39. Failure by employees who have been designated with performance appraisal duties, to follow Company policies and time frames for the completion and return of the appraisals to the Human Resources Department.
40. Failure of an employee to report to their Supervisor when a client/patient is hospitalized, on vacation, or otherwise has vacated the normal place of care whether temporary or permanent.
41. Not responding to a request within a reasonable period of time, by your Supervisor, Management or the HR staff to call or come to the Human Resources office.
42. Failure by an employee to participate in mandatory company trainings.
43. Failure by an employee to submit requested documents to the HR Department which are required by the applicable program regulations.
44. Purchasing by an employee of lottery tickets, scratch off tickets, or any other gambling tickets for clients or patients.
45. Failure by an employee to report a change in their work schedule to their Supervisor, including changes initiated by the worker, or changes initiated by a client/patient.
46. Excessive use during work hours of electronic devices, including cell phones, for non-work-related purposes.

The above list is not designed or intended to limit the Company’s authority to discipline or take remedial action for any other workplace conduct that we deem unacceptable, regardless of whether that conduct is noted above or below.

In addition to the above prohibited list of infractions, the Company generally expects employees to perform their assigned duties at or above satisfactory levels, to follow accepted standards of workplace behavior and to comply with all policies, laws, rules, and regulations. The purpose of this policy is to articulate our organization’s commitment to ethical behavior and all employees must abide by the following standards of conduct:

- Maintain high standards of business and ethical conduct in accordance with applicable federal, state, and local laws and regulations, including fraud, waste and abuse.
- Use supplies and services in a manner that avoids waste.
- Protect and retain records and documents as required by professional standards, governmental regulations, and organizational policies.
- Our Company does not offer or provide free services or other incentives to patients/clients, relatives of patients/clients, physicians, nursing facilities, hospitals, contractors, or other potential referral sources for the purpose of inducing referrals.
- Billing for services provided will be based upon accurate or complete documentation. Billing personnel are to follow financial policies for assuring accuracy of bills and billing practices.
- Falsification of employment applications, payroll, billing records, or any patient clinical record will not be tolerated.
- All information and records regarding Company patients, families and personnel will remain confidential at all times, unless there is written permission to divulge information or if disclosure is required by law.
- Accepting gifts, entertainment, and other business courtesies from a competitor, patient/client, vendor or contractor can easily create the appearance of a conflict of interest, especially if the value of the item is significant. Soliciting or accepting tips or gratuities (money or gifts), for rendering services as an employee of the Company is impermissible. Employees may not accept gifts, meals or entertainment, or any other favor from participants, vendors, suppliers, or contractors if doing so might compromise, or appear to compromise, the employee's ability to make objective decisions in the best interest of the Company. Employees may accept unsolicited gifts, other than money, that conform to reasonable ethical practices including flowers, fruit baskets, calendars, pens and mugs or other modest presents of nominal value.
- Employees may not solicit political support in any manner which might suggest that the Company supports any particular political party, candidate or issue.
- Employees cannot offer a bribe, including giving or offering to give anything of value to a government official to influence a discretionary decision.
- When an employee submits an expense for reimbursement or spends money on behalf of the Company, make sure that the cost is reasonable, directly related to company business, and is supported by appropriate documentation. Always record the business purpose and comply with other submission requirements.
- The Company is committed to equal employment opportunity. Our policy is to recruit, hire, train, promote and reward employees for their individual abilities, achievements, and experience regardless of race, color, religion, sex, age, national origin, ethnicity, sexual orientation, disability, military status, or other non-work-related personal trait or characteristic to the extent protected by law.
- The Company is committed to maintaining a work environment free of unlawful discrimination or harassment. Harassment includes committing or encouraging any unwelcome behavior that is threatening, humiliating, bullying, embarrassing or intimidating. Workplace discrimination or harassment based on an individual's gender, race, color, national origin, age, religion, disability, military service, genetic information, sexual orientation, gender identity, or any other classification protected by law, is strictly prohibited, and will not be tolerated.

- We are committed to a violence-free work environment, and we will not tolerate any level of violence or the threat of violence in the workplace. Under no circumstances should anyone bring a weapon to work.
- Employees shall not access the Company Electronic Medical Records (EMR) system or any HR or Payroll systems in a manner that is beyond the scope of their authorized used.

Nothing in this Code of Conduct alters the at-will status of all employees and either party may terminate that relationship at any time, with or without cause, and with or without prior notice.

## **VI. PERFORMANCE & SALARY REVIEW**

### **i. Appraisal Purpose**

It is the policy of our Company to perform a formal, objective performance appraisal on every employee on an annual basis. Overall, the performance appraisal evaluates the contribution of each employee to the accomplishment of the Company's goals.

The purposes of the performance appraisal process are:

- To enable the creation of reasonable performance standards
- To establish a set of objective criteria by which conduct & performance will be evaluated
- To promote communication
- To provide useful feedback about job performance
- To facilitate better working relationships
- To provide a historical record of performance
- To contribute to professional development
- To demonstrate commitment to company excellence
- To align performance with the Company's strategic goals and objectives
- To recognize achievement
- To establish training needs, including suggested areas of improvement
- To establish goals for progress
- To assist the Company with recognizing employees with potential for promotion
- To listen and learn from valuable employee feedback
- To assist the Company with determining if corrective action, such as a warning, may be required
- To assist in salary and rewards decisions

Annual appraisals will be completed on every employee by their supervisor. Although our Company goal is for each employee to have an annual appraisal completed on the anniversary of their hire date, situations may arise that cause a delay in this process. Company representatives should put forth every effort to complete the annual appraisal as close as possible to the employee's anniversary date.

### **ii. Salary Increases**

At our Company, we are committed to providing our employees with open and clear communication about our compensation policies. A performance appraisal must be completed in order to receive a salary increase. However, the completion of a performance appraisal does not *automatically* result in a salary increase. When making the decision if a salary increase is warranted, the Company will consider such factors as;

- The employee's overall performance
- Recommendations by supervisors
- The current salary level in relation to the duties and responsibilities of the position

- Market data analysis
- The pool of merit increase funds available

Please note: **both** the results of the employee performance appraisal and the financial resources available at the Company will be taken into consideration when making compensation decisions.

## **VII. EMPLOYEE REFERRAL BONUS PROGRAM**

We encourage employees to refer external applicants for open positions. If an employee refers an individual whom we eventually hire, and the individual passes their initial 90-day probationary period, the Company will issue a bonus to the employee who gave the referral. If the employee who gave the referral is no longer employed with the company at the time that the employee who was referred passes their probationary period, the referral bonus is waived and will not be issued.

## **VIII. PROGRESSIVE DISCIPLINARY POLICY**

### **i. Purpose**

Our Company's progressive disciplinary policy and procedures are designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable employee behavior and performance issues. Our Company supports the use of progressive discipline to address issues such as poor work performance or misconduct to encourage employees to become more productive workers and to adapt their behavior to company standards and expectations.

Our progressive disciplinary policy aims to provide a mechanism that will formally identify and resolve work related performance and behavior problems in a consistent, fair, and equitable manner. The goal of this system is not to punish employees, but rather to give employees the opportunity to correct employment problems that may arise.

Our Company has established general guidelines to govern the conduct of our employees, as listed in our Employee Handbook and Company rules and procedures. No list of rules can include all instances of conduct or performance that can result in discipline and the list of examples is not exhaustive. Sound judgment and common sense should prevail. Any employee performance issue or conduct that violates company rules or that, in the opinion of the Company, interferes with or adversely affects our business is sufficient grounds for disciplinary action.

### **ii. Scope of Policy**

Outlined below are the steps of our Company's progressive disciplinary policy and procedures. These steps are usually taken in sequence when an employee exhibits misconduct or performance issues that the Company determines may benefit from progressive discipline. However, depending on the situation, any step may be imposed, repeated, accelerated, eliminated or taken out of sequence and the Company reserves the right to create new and/or additional disciplinary steps. This progressive disciplinary policy is intended only for guidance. At all times, our employees remain at-will employees and the Company reserves the right to effect immediate termination. Each case is considered on an individual basis.

### **iii. Procedure:**

Disciplinary action can range from an employee being provided training/coaching to immediate discharge. The degree of discipline imposed, while generally progressive, will take into consideration the facts and circumstances surrounding the misconduct and/or performance issues. When progressive discipline is used its goal is used to afford the employee the opportunity to learn from mistakes and correct his or her performance.

When the Company determines to use progressive discipline, the following is the levels of discipline generally used by the Company in order of severity from least to most severe:

- Employee Training/Coaching
- Verbal Warnings
- Written Warnings
- Unpaid Disciplinary Suspension
- Termination

Note: An employee may be placed on a paid administrative leave, at the discretion of the Company, for purposes of conducting a workplace investigation into alleged misconduct or performance issues. Such leave is not considered disciplinary and is not part of the steps under this policy.

**iv. Performance & Conduct Issues Not Subject to Progressive Discipline**

Some conduct is never subject to progressive discipline and is considered conduct that may result in immediate termination. It is impossible to compile an exhaustive list of the types of conduct or performance issues that will result in immediate termination. There may also be situations when an employee is such a poor performer that the Company determines that the employee is not capable of rehabilitation. In that case, the Company may decide on immediate discharge. In the case of serious misconduct, an employee is on notice by this policy that they may be discharged immediately. Here are some examples:

- Any illegal conduct at work
- Theft of company property
- Unauthorized possession or concealment of weapons
- Threatening the physical safety of any staff member, patient, client or visitor
- Physically or verbally assaulting someone at work
- Behavior or language of a threatening, abusive or inappropriate nature
- Violating the Company's alcohol and drug free workplace policy, including but not limited to the use, possession, distribution or procurement of prohibited substances at work or while performing your duties for the Company or working under the influence of prohibited substance
- Making false statements on a job application or other employment documents
- Falsification, alteration, or improper handling of Company-related records, including time reporting documents for the payment of wages
- Untruthfulness and lack of candor to the Company. Examples of such misconduct include, but are not limited to, applying for and taking workplace leave (e.g., FMLA leave, Mass PFML, Worker's Comp, USERRA, and other statutory or leaves under Company policies) under false pretenses, falsifying or intentionally omitting required information from Company records.
- Arguing or fighting with staff members, patients, clients, or visitors
- Excessive unexcused tardiness or absenteeism
- Sleeping while on duty
- Spreading malicious rumors
- Gross negligence or embezzlement
- Failing to carry out reasonable job assignments
- Insubordination
- Solicitation of Company patients or clients

- Misuse of the Company's electronic information systems
- Filing an unauthorized claim for services
- Unsatisfactory customer service
- Offering a bribe, including giving or offering to give anything of value to a government official to influence a discretionary decision.
- Knowingly making a false accusation under the Company whistleblower policy or any other company complaint procedure
- Violation of confidentiality
- Discrimination and harassment

**v. At Will Employment**

Nothing in this policy provides any contractual rights regarding employee discipline or counseling, nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between our Company and its employees. Employment is at the mutual consent of the employee and the Company. This policy does not change this fact. This means that the employee or the Company can terminate the employment relationship at will, at any time, with or without cause, and with or without advance notice.

**vi. Appeals Process**

Employees will have the opportunity to present information to dispute information that the Company has used to issue disciplinary action. The purpose of this process is to provide insight into extenuating circumstances that may have contributed to the employee's performance or conduct issues while allowing for an equitable solution.

If the employee does not present this information during the employee's disciplinary meeting, he or she will have five (5) business days after the meeting to present such information. All written rebuttals will be included in the employee's personnel record.

**vii. Documentation**

The employee will be provided with copies of all progressive disciplinary action, including all performance improvement plans, within 10 days of the document's placement in the employee's personnel record. Copies of all progressive disciplinary action will be placed in the employee's official personnel file.

**viii. Employee Acknowledgement of disciplinary action**

The employee will be asked to sign copies of the disciplinary documentation, attesting to his or her receipt and understanding of the corrective action outlined in these documents. Please note, since the disciplinary document is not a contract, it does not require the employee's signature. An employee's unwillingness to sign a verbal or written warning, or any other disciplinary document does not change the effectiveness of the document. Whether an employee agrees to sign the document or refuses, it does not change the fact that its terms and conditions are in full force and effect. If an employee refuses to sign the disciplinary document, the Human Resources Representative and a witness will both sign the document indicating that the discipline was reviewed with the employee and that the employee refused to sign it.

## **IX. TERMINATION**

The Company endeavors to retain the services of all employees who perform their duties efficiently and effectively. However, it may become necessary to terminate employment due to the Company's need to reduce its workforce, change in business needs, unsatisfactory performance by the employee, or many other factors.

An employee who chooses to leave the Company is encouraged to give the Company two weeks notice. If employment is involuntarily terminated for any reason, then a final pay salary check will be provided by management at the effective date of termination. Employees who voluntarily end their employment with the Company will receive their final paycheck on the Company's next usual payroll date. Unused accrued vacation time will be included in the final paycheck, but unused accrued sick time and personal time will not be. The Company will generally require an employee to submit a doctor's note or other documentation to support the use of sick time if the absence occurs within two weeks prior to an employee's final scheduled day of work before termination of employment.

ALL EMPLOYMENT WITH THE COMPANY IS ON AN AT-WILL BASIS. AS SUCH, THE EMPLOYEE OR THE COMPANY MAY TERMINATE THE EMPLOYMENT AT ANY TIME AND FOR ANY REASON.

## **X. JOB ABANDONMENT**

Our Company expects employees to report for work on time for every scheduled shift. An employee who is unable to report to work at the designated time is required to notify his or her supervisor in accordance with the sick leave policy. Employees who fail to report to work for three consecutive business days without notifying the company of the absence will be considered as having voluntarily resigned as a result of job abandonment and may not be eligible for rehire.

For field employees, if a Company representative offers you clients, and you do not respond, or you do not accept the clients, or you accept but do not provide services, or you indicate that you would not like more clients assigned to you, for a period of 30 days, this will also be considered a voluntary resignation as a result of job abandonment.

If the employee is unable to contact the company for any absence, he or she should ask a representative (such as a family member or friend) to do so on the employee's behalf. If the employee or a representative is unable to contact our Company, due to extreme circumstances (such as a medical emergency or natural disaster that prohibits the employee or his or her representative from contacting the company within three days), the employee or his or her representative must contact the company as soon as practicable to explain the situation. In extreme circumstances, the employer will consider the explanation and its timing before determining if the voluntary resignation will be upheld.

## **XI. EXIT INTERVIEWS**

We may hold an exit interview with an employee who leaves the Company, for any reason. During the interview, you will have the opportunity to tell us about your employment experience here, including what you liked, what you did not like, and where you think we can improve. We greatly value these comments.

The exit interview also gives us a chance to handle some practical matters relating to the end of your employment. You may also be given a voluntary questionnaire by the Director of Human Resources to complete. You will be expected to return all Company property that has not been previously submitted to a Supervisor, at the interview. You will also have an opportunity to ask any questions you might have about COBRA, benefits, final paychecks, references, or any other matter relating to your employment.



## **XII. REFERENCES**

When we are contacted by prospective employers seeking information about current or former employees, or are asked by employees for a letter of recommendation, we will release the following data only:

(1) The dates of employment, (2) Description(s) of the job(s) performed, and (3) salary or wage rates.

If you would like us to give a more detailed reference or letter of recommendation, you must provide us with a written release. The consent form which gives us your permission to respond to a reference request or to provide a letter of recommendation is available in the Human Resources Office, and can be completed while currently employed, at the time of termination, or at any time in the future. Please direct all reference requests to the Director of Human Resources.

## **XIII. DRUG AND ALCOHOL USE**

The Company provides a drug free, healthful, and safe workplace. To promote this goal, employees are required to report and remain at work in an appropriate mental and physical condition to perform their jobs in a satisfactory, safe manner.

While conducting business related activities on or off the Company's premises, an employee who uses, possesses, distributes, sells, or is under the influence of alcohol or illegal drugs will be subject to disciplinary action, up to and including immediate termination of employment and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with their supervisor/manager or the Director of Human Resources and to request assistance or referrals to appropriate resources in the community.

Employees with drug or alcohol problems may request approval to take time off to participate in a rehabilitation or treatment program. Employees should refer their requests to the Director of Human Resources for review. Each situation will be carefully and thoughtfully reviewed prior to approving or denying the request. When appropriate, and with the permission of the employee, the employee's supervisor/manager will be contacted for further discussion related to the request.

Under the Drug Free Workplace Act, an employee who performs work for a government contract or grant must notify the Company a criminal conviction for drug related activity occurring in the workplace. The report must be made within five (5) days of the conviction.

Employees with questions about this policy, or issues related to drug or alcohol use in the workplace, should raise their concerns with their supervisor/manager or the Director of Human Resources without fear of reprisal.

## **XIV. ELECTRONIC COMMUNICATIONS POLICY**

The Company's computers, electronic mail, internet, and voice mail systems are all property of the Company and are intended for business purposes only. Under absolutely no circumstances is any Company property to be utilized to solicit, harass, or otherwise offend for any unlawful

purposes, such as accessing illegally distributed materials which are sexually explicit or otherwise inappropriate or unlawful.

The Company reserves the right to monitor or review any information, sent, received, stored or maintained on its communications systems. Employees should have no expectation of privacy in any material stored in, created, received, or sent over the Company's internet, electronic mail, voice mail, or computer systems.

Any employee who abuses the privilege of Company communications systems may be denied access and, if appropriate, be subject to disciplinary action up to and including termination.

The following guidelines have been established for using the Internet and electronic mail in an appropriate, ethical, and professional manner:

- The Company internet and electronic mail systems may not be used for transmitting, retrieving, or storing of any communications of a defamatory, discriminatory or harassing nature or materials that are obscene or X-rated. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes, or sexual preference shall be transmitted. Harassment of any kind is prohibited.
- Disparaging, abusive, profane, or offensive language; materials that would adversely or negatively reflect upon the Company or be contrary to the Company best interests; and any illegal activities – including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access to any computers on the internet or e-mail – are forbidden.
- Copyrighted materials belonging to entities other than the Company may not be transmitted by employees on the Company's network. All employees obtaining access to other companies' or individual's materials must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy to reference only. If you find something on the internet that may be interesting to others, do not copy it to a network drive. Instead, give the URL (uniform resource locator or "address") to the person who may be interested in the information and have that person look at it on his / her own.
- Do not use the systems in a way that disrupts use by others. This includes excessive dial-in usage, sending or receiving many large files and "spamming" (sending e-mail messages to thousands of users.)
- The internet is full of useful programs that can be downloaded, but some of them may contain computer viruses that can extensively damage Company computers. Be sure to virus-check downloaded files immediately. Instructions on how to check for viruses are available. Also, many browser add-on packages (called "plug-ins") are available to download. There is no guarantee that such will be compatible with other programs on the network and such may cause problems; therefore, please refrain from downloading such plug-ins.
- Each employee is responsible for the content of all text, audio, or images that he/she places or sends over the Company's internet and electronic mail system. No electronic communications may be sent which hide the identity of the sender or represents the sender as someone else. Also, be aware that the Company's name may be attached to all messages so use discretion in formulating messages.
- Electronic mail is not guaranteed to be private or confidential. All electronic communications are Company property. Therefore, the Company reserves the right to

examine, monitor and regulate e-mail messages, directories, and files, as well as internet usage. Also, the internet is not secure so do not assume that others cannot read or possibly alter your messages.

- Internal and external electronic mail messages are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending electronic mail within and outside the Company.

## **XV. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996**

The Company abides by HIPAA and takes the matter of client/patient confidentiality very seriously. Information concerning the Company's clients or patients is confidential. Confidential information includes, but is not limited to, the individual's name, treatment or other status, and all client or patient communications. Employees shall not disclose confidential information without legal authority to do so and in compliance with legal requirements. Employees who violate HIPAA or any other federal and state law regarding client or patient confidentiality will be subject to discipline, up to and including, termination. All employees receive training regarding HIPAA as part of the Company's annual mandatory in-service training.

## **XVI. FALSE CLAIMS**

Any person who knowingly presents, or causes to be presented, a false or fraudulent claim, record or statement for payment or approval, conspires to defraud the government by getting a false or fraudulent claim allowed paid, uses a false record or statement to avoid or decrease an obligation to pay the Government, and commits other fraudulent acts enumerated in the federal False Claim Act will be subject to civil penalty(ies).

The term "knowingly" refers to a person who has actual knowledge of the information; acts in deliberate ignorance of the truth or falsity of the information; or acts in reckless disregard of the truth or falsity of the information. No proof of specific intent to defraud is required.

The term "claim" includes any request or demand for money or property if the United States government provides any portion of the money requested or demanded.

A civil penalty can range from \$5,000.00 to \$10,000.00, plus three (3) times the amount of damage the Government sustains.

It is unlawful for any employee to be discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against in the terms and conditions of employment by his or her employer because of lawful acts done by the employee on behalf of the employee or others in furtherance of an action under the federal False Claims Act, including investigation for, initiation of, testimony for, or assistance in an action filed or to be filed, shall be entitled to all relief necessary to make the employee whole.

For reference purposes, federal False Claims Act provisions can be found in the United States Code, Title 31, Subtitle III, Chapter 37, Subchapter III, Section 3729 up to and including Section 3733 and in the United States Code, Title 31, Chapter 38. In addition, Massachusetts has its own False Claims Acts at Massachusetts General Laws, Chapter 12, Sections 5A-5O.

## **XVII. WHISTLEBLOWER POLICY**

The Company is committed to serving its clients and patients in youth, adults, and families and requires all of its employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. To that end, all employees receive training regarding Business Ethics, Code of Conduct and Fraud and Abuse Prevention at time of hire and periodically as part of the Company's In-service Education and Training Program. All employees must at all times comply with all applicable laws and regulations and practice honesty and integrity in fulfilling their responsibilities to the Company and, ultimately, to the individuals we serve. In particular, the Company is firmly committed to maintaining a workplace where all of our employees are free to raise their reasonable, good faith concerns regarding our operations, provision of services, business practices, and financial reporting.

### **i. Reporting**

The Company encourages all of its employees to report suspected violations of law or regulation on the part of the Company or any of its directors, officers, employees or representatives, including but not limited to federal and state laws and regulations; provide truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body; identify violations of Company policies as they may be from time to time revised and disseminated; report and identify any misuse or mismanagement of any of the money or other assets of the Company; and report and identify any misstatement in its financial statements or statement of financial position.

Any employee who wishes to report a suspected violation of law, regulation or policy may do so by contacting Daniella Bessarabova, Compliance Officer, who can be reached on a private cell phone at (413) 374-2416, or email [Daniella.Bessarabova@ihserv.org](mailto:Daniella.Bessarabova@ihserv.org).

### **ii. Retaliation**

The Company expressly prohibits any form of retaliation, including harassment, intimidation, adverse employment actions, or any other form of retaliation, against employees who raise suspected violations of law, regulation, or policy, and who cooperate in inquiries or investigations. Any employee who engages in retaliation will be subject to discipline, up to and including termination of employment. Without limiting the generality of the foregoing, the Company will not retaliate against any employee who in good faith has made a protest or raised a complaint against some practice of the Company or of another individual or entity with whom the Company has a business relationship, on the basis of a reasonable belief that the practice is in violation of law, regulation, or a clear mandate of public policy or the stated policies of the Company.

A person is protected from retaliation under this policy only if that individual brings the alleged unlawful or prohibited activity, policy or practice to the attention of those named in this policy and provides the Company with a reasonable opportunity to investigate, address, and correct the alleged unlawful or prohibited activity. Any misuse or abuse of this policy by any individual to wrongfully impugn the actions, character or integrity of any of our directors, officers, employees, or representatives shall subject such individual to discipline, up to and including termination of employment.

The Company will not retaliate against any employee who has notified the Company of any alleged unlawful or prohibited activity, policy or practice and afforded it a reasonable opportunity to investigate, address and correct the same and who then discloses or threatens to disclose to a governmental body, including any member of the press, any activity, policy, or

practice of the Company that such individual reasonably believes is in violation of a law, or any rule or regulation mandated pursuant to law, or is in violation of a clear mandate of public policy concerning health, safety, welfare, or protection of the environment or individual rights.

Any employee who believes that he or she has been subjected to any form of retaliation as a result of reporting a suspected violation of law, regulation or policy should immediately report the retaliation to Daniella Bessarabova, the Director of Human Resources, at (413) 372-1755.

Reports of suspected violations of law, regulation or policy and reports of retaliation will be investigated promptly and in a manner intended to protect confidentiality to the extent possible, consistent with a full and fair investigation. The investigating parties will notify the concerned individuals of their findings directly and prepare other reports as indicated by the circumstances.

Under no condition does any provision of this policy grant any individual the right to be represented by legal counsel at the Company's expense.

## **XVIII. SOCIAL MEDIA POLICY**

### **i. Policy Statement**

Our Company understands that social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers around the world. We recognize that some of our employees may choose to express themselves by posting personal information on the Internet through personal websites, social media, blogs, or chat rooms, by uploading content, or by making comments at other websites or blogs. We value our employees' creativity and honor your interest in engaging in these forms of personal expression on your own time, should you choose to do so.

However, use of social media also presents certain risks and carries with it certain responsibilities.

In order to assist you in making responsible decisions about your use of social media, we have established the following guidelines.

### **ii. What Is Social Media**

Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with our Company, as well as any other form of electronic communication.

### **iii. Know All Company Policies**

Carefully read all of the guidelines included in this Employee Handbook, including non-discrimination, anti-harassment, and employee conduct policies and ensure that your postings are consistent with these policies. Inappropriate postings that may include malicious content, obscene content, threats or intimidation, disparaging remarks about clients, vendors or co-workers, discriminatory remarks, harassment, bullying and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or policy.

**iv. Guidelines for Online Posting**

You are legally responsible for the content you post to the Internet, in a blog, social media site, or otherwise. The same principals and policies found in the Company handbook apply to your activities online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects clients, customers, vendors and suppliers, and people who work on behalf of the Company or the Company's legitimate business interests may result in disciplinary action up to and including termination.

Please keep in mind that your personal postings will be read not only by your friends and family, but possibly by your coworkers and bosses, as well as our Company's clients and competitors. Use your common sense when deciding what to include in a post or comment. Don't say something that you wouldn't want these people to read.

**v. Honesty and Confidentiality**

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Never post any information or rumors that you know to be false.

Employees are required to maintain the confidentiality of the Company's trade secrets and confidential information, including confidential medical and financial information about clients, vendors, and customers. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not publish, post or release any information that is considered confidential or not public such as internal reports, policies, procedures or other internal business-related confidential communications. If there are questions about what is considered confidential, employees should check with the Human Resources Department and/or supervisor.

**vi. Social Networking with Colleagues**

Use your good judgment when requesting that coworkers, managers, or subordinates join your online social networks, or when responding to such requests or when engaging in social networking activities involving fellow employees. The Company does not tolerate communications toward work colleagues that violate company policies, such as non-discrimination and anti-harassment, whether they take place online or off.

**vii. No Posting Using Company Resources**

You may not use Company resources to create or maintain a personal blog, personal website, or personal page on a social networking site, or to upload content or make personal postings online, nor may you do so on Company time. Employees may not participate in social media while on work time, unless it is work related as authorized by your manager/supervisor, and doing so may result in disciplinary action.

An employee should not use company email addresses to register on social networks, blogs or other online tools utilized for personal use.

**viii. Identifying as Company Employee**

If, in the process of making a personal post or upload on the Internet, you identify yourself as an employee of our Company, whether by explicit statement or by implication, you must clearly state that the views expressed in your post, or at your blog, social media page, or website, are your own, and do not reflect the views of the Company. It is best to include a disclaimer such as "The posting on this site are my own and do not necessarily reflect the views of the Company".

**ix. Promoting the Company Or Its Product Or Services**

Do not create a link from your blog, website, or other social media networking site to a Company site without identifying yourself as a Company's associate. Express only your opinions. Never

represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, be clear and open about the fact that you are an associate and make it clear that your views so not represent those of the Company, fellow associates, members, customers, suppliers or people working on behalf of the Company.

**x. Media Contacts**

Social media networks, blogs and other types of online content sometimes generate press and media attention or legal questions. Employees should not speak with journalists and/or other members of the media on the Company's behalf without contacting the Corporate Communications Department. Should you receive a call from a member of the press, please direct all inquiries to the communications lead who can be reached at [Services.Media@ihserv.org](mailto:Services.Media@ihserv.org). This is common practice and journalist will not be surprised by this.

**xi. Employment Representations**

Following the end of your employment relationship with our company, you shall take prompt affirmative steps to ensure that no Social Media website represents you to be a current employee of the company.

**xii. Reporting**

If an employee's encounters a situation while using social media that the employee believes will have a negative impact on his or her ability to perform their job, including but not limited to such things as harassment by fellow employees, the employee should utilize the complaint procedures in the Company's policies and seek the advice of a supervisor, Human Resources, or upper management.

The Company prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

## **XIX. PERSONAL CELL PHONE CALLS & TEXTING AT WORK**

Although our Company allows employees to bring their personal cell phones and other electronic devices to work, we expect employees to keep personal conversations and texting that is not work related to a minimum.

While occasional, brief personal phone calls or texts are acceptable, frequent, or lengthy personal calls and texting can affect productivity and disturb others.

## **XX. COMPANY AND EMPLOYEE COMMUNICATIONS**

If it has been determined by Management that an employee requires an email account to perform their job duties, the Company will issue a work email account to that employee. For those employees who have been issued work emails, you will be required to check this email account, or a substituted personal account if preferred, on a frequent basis. You will be expected to check and respond to all of your Company emails within a reasonable amount of time.

All employees will be provided instructions and assistance on how to access their employee portal on Payright. We encourage all employees to log on to Payright and check our HR website for communications on a regular basis.

## **XXI. TELECOMMUTING POLICY**

Our company considers telecommuting to be a viable alternative work arrangement in certain cases where the position and the circumstances are suitable for it. Telework is best suited for jobs that require independent work, little face-to-face interaction, heavy concentration, for jobs

that yield a measurable work product and for work that does not require on-site interaction/treatment with patients. Our company does not allow for telecommuting as part of an employee's regular work schedule but may permit it under certain specific circumstances. Telecommuting is not an entitlement and it is not a company-wide benefit, and it in no way changes the terms and conditions of employment with our company.

**a. Procedure:**

- Telecommuting may be arranged between a supervisor and a staff member in limited circumstances, which would usually be the completion of a short-term project. These arrangements will only be made to the extent practical for the employee and the organization and with the consent of the supervisor. All telecommuting arrangements are made on a case-by-case basis, focusing first on the business needs of the organization.
- The employee must sign and date the Safety Checklist for Telecommuters before working from home.
- Any telecommuting arrangement made may be discontinued, at will, at any time at the request of either the telecommuter or the organization.
- Consistent with the organization's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary company and patient information accessible from their home/satellite office.
- The employee agrees to be accessible by phone or modem within a reasonable time period during the agreed-on work schedule.
- Telecommuting employees who are hourly, non-exempt will be required to record all hours worked on their time sheets. Non-exempt employees cannot work hours in excess of those specified by the supervisor in advance. Failure to comply with this requirement can result in the immediate cessation of the telecommuting agreement and disciplinary action.
- An appropriate level of communication between the telecommuter and supervisor will be agreed to in advance and must be adhered to by the employee.
- Supervisors must carefully evaluate how many of their staff members can work home simultaneously while still meeting on-site operational needs.

## **BENEFITS**

### **I. HEALTH INSURANCE**

Employer sponsored group health insurance is offered to all employees who regularly work thirty (30) hours per work week, with varying degrees of co-pays and options. It is the responsibility of each employee whose work schedule upon hire renders him/her ineligible for health insurance to contact their supervisor and/or Human Resources Specialist regarding his/her eligibility for health insurance once the employee is regularly scheduled to work thirty (30) hours per work week.

Any employee who is interested in enrolling in an employer sponsored group health insurance plan that may be available, please contact the Human Resources Department. Although all employees may be eligible to enroll, only those employees working 30 or more hours per week are eligible for the employer contribution towards premium payments.



## **II. WORKERS' COMPENSATION**

The Company maintains worker's compensation insurance for accidents, injuries, or illnesses sustained as part of the employee's authorized duties while working for the Company. All work-related accidents, injuries, or illness, whether major or minor must be reported to your supervisor immediately and a report completed within 24 hours of the injury. If an employee is unsure if their accident, illness, or injury is work-related, they should contact the Director of Human Resources.

**Failure to report an incident within 24 hours may result in non- payment of the claim by the insurance carrier.**

## **III. PAID TIME OFF BENEFITS PACKAGE**

### **i. What Is the Paid Time Off Benefits Package?**

Our Company offers paid time off benefits to certain employees as a bundled package. This bundle includes paid vacation, personal and holiday time. This package is in addition to the paid sick time that is offered to all employees. The package of paid time off for vacation, personal and holiday pay is an all or nothing package, meaning if you have been granted these benefits, you get all of them (unless you work under 30 hours per week), but if you have not been given these benefits, you get none (except paid sick time, which all employees receive).

### **ii. Which Employees Get the Paid Time Off Benefits Package?**

Only employees who are in the Salaried Administrative Staff (SAS) employment category, or the Hourly Administrative Staff, Level 2 (HAS2) Category, receive the paid time off benefits package.

Hourly Administrative Staff, Level 1 (HAS1) and field staff do not receive the paid time off benefits package, but they do receive paid sick time in accordance with our sick time policy.

### **iii. How Much Paid Time Off Is Given with The Package?**

The paid time off benefits package is given to employees on a pro-rated basis. The benefits are given in proportion to the amount of hours that an employee actually works.

Vacation time: Vacation time accrues at the rate of .0385 for every hour worked, with a maximum of 80 hours per year, unless another amount is agreed upon by Margarita Blanter. For employees who work a full-time schedule, this accrual rate will result in 2 weeks of paid vacation time per year, depending on the actual amount of hours worked. For employees who work a part-time schedule, this accrual rate will result in around 1 week of paid vacation time per year, depending on the actual amount of hours worked.

Personal time: All full-time employees who are SAS and HAS2 will receive 16 hours of paid personal time. A full-time worker *for the purposes of calculating paid personal time* is an employee whose regular work schedule is 30 hours per week or more. Those who work less than 30 hours per week, will not receive any personal time.

All new employees who are hired after the last day of June will be given 8 hours of personal time for that year.

Holiday time: All full-time employees who are SAS and HAS2 will receive 8 hours of holiday pay for six (6) paid holidays each year. These holidays are listed below.

All part-time employees who are SAS and HAS2 will receive holiday pay in proportion to the amount of hours that they normally work each day. Part-time employees who are SAS and

HAS2 will only receive holiday pay if the holiday falls on a day that they would normally work.

For example, Employee X normally works:

Tuesday-	5 hours
Wednesday-	5 hours
Thursday-	5 hours
Friday-	5 hours

If one of the 6 holidays fell on a Friday, X would receive 5 hours of holiday pay, which is the amount of time that X normally works on Fridays.

If one of the 6 holidays fell on a Monday, X would receive no holiday pay, since that is not a day that X normally works.

If for religious or other reasons an employee wishes to take a different religious or other holiday, such accommodations may be made. The employee must request this in writing at the time of hire and upon receipt of the Employee Handbook.

The paid Holidays are:

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

Hourly Administrative Staff, Level 1 (HAS1) and field staff are not paid for holidays.

Field staff is not paid for Holidays unless they chose to work on Holidays. Compensation for Holidays hours is the same as regular hours, there is no additional compensation for working on Holidays.

iv. **How Long Do I Have to Work For The Company Before I Can Use My Paid Time Off?**

Vacation: employees may not use vacation time until after 6 months of employment.

Personal time: employees may not use personal time until 90 calendar days after their start date.

Sick time: employees may not use earned sick time until 90 calendar days after their start date.

v. **Do the Paid Time Off Benefits Expire?**

Vacation time: Vacation time begins accruing on the first day of work, but vacation cannot be used until after 6 months of employment. Accrued but unused vacation time may be carried over from one year to the next year, but only for one year (12 months) . A year is defined as twelve consecutive months of employment. After the first six months of employment, an employee is eligible to take one week of paid vacation, prorated for those that work less than full time.

After a full year of employment, an employee is eligible for another week of paid vacation OR two weeks of paid vacation, prorated for those that work less than full time.

An employee may roll over one year of paid vacation time, (2 weeks) to the following year for a total of 4 weeks of paid vacation time. However, this roll over policy is limited to two years.

Therefore, the maximum paid vacation in one year may be 4 weeks. If vacation time is not used within two years, it is forfeited.

Personal time: Personal time does expire. Personal days not used during the year in which they are granted are forfeited. Personal time is given on January 1<sup>st</sup> of each calendar year, and expires on December 31<sup>st</sup> of each calendar year.

**vi. When Can I Use Paid Time Off Benefits?**

All paid vacation and personal time must receive prior approval of the employee's manager.

Please make your request well in advance to allow supervision time for scheduling. Approval shall be at the discretion of a Supervisor, who shall consider operational needs. During the summer months (June-July-August) and winter holidays (November 20 – January 10) only limited numbers of employees can take vacation at the same or overlapping time. Vacation time is granted on a "first-come-first-serve" basis; employees should request it as early as possible to ensure receiving the requested vacation time.

SAS and HAS2 are eligible for one week of paid vacation time per six month period.

**vii. What If My Employment with The Company Is Terminated?**

Only an employee leaving the company will receive payment for unused accrued vacation not to exceed 4 weeks if it has not yet been forfeited, unless another agreement has been made with upper management. Personal and sick time are not payable upon termination of employment.

**viii. How Do I Know How Much Paid Time Off I Have?**

There are several ways that employees can find out how much paid time off they have available.

- a) Check on the Company self-service portal, Payright
- b) Check your pay statements
- c) Ask Human Resources to check
- d) Calculate yourself based on this policy

## **IV. SICK TIME POLICY**

**i. Who Qualifies?**

All employees of the Company shall be eligible to accrue and use paid sick time.

**ii. Accrual of Sick Time**

Sick time accrues at the rate of one (1) hour for every thirty (30) hours worked per benefit year, based on the calendar year, up to a maximum of 40 hours.

For accrual purposes, exempt employees will be assumed to work 40 hours per week, unless they are normally scheduled to work fewer than 40 hours, in which case earned sick time accrues based on their regular schedule.

Employees accrue earned sick time only on hours worked, not on hours paid when working. For example, employees do not accrue earned sick time during vacation, paid time off, or while using earned sick time.

Once employees have accrued 40 hours of earned sick time during the benefit year, they do not continue to accrue more hours of earned sick time regardless of the additional hours they work. Once the employee possesses a bank of 40 hours of unused earned sick time, which may include hours carried over from a previous year, they will not accrue more hours. If an employee has hours carried over from the previous year that has been included in their 40 hour bank, once the

employee draws down the bank of earned sick time, they can continue to accrue again, but will be capped off once 40 hours is accrued for that year.

**iii. 90 Day Vesting Period**

Accrual of sick time begins on the employee's first date of actual work, but employees may not use such earned sick time until 90 calendar days after their start date.

**iv. Rate of Pay**

Earned paid sick time is paid at the employee's regular hourly rate.

For employees who receive different pay rates for hourly work, you will be paid at the rate you would have been paid if you had worked during the period the earned sick time was used.

**v. Use of Sick Time**

Employees may use up to 40 hours of accrued sick time per benefit year.

Sick time is provided to allow employees to:

- Care for the employee's own physical or mental illness, injury, or other medical condition that requires home care, professional medical diagnosis or care, or preventative medical care.
- Care for the employee's child, parent, spouse, or parent of a spouse who is suffering from a physical or mental illness, injury, or other medical condition that requires home care, professional medical diagnosis or care, or preventative medical care.
- Attend routine medical and dental appointments for themselves or for their child, parent, spouse, or parent of a spouse;
- Address the psychological, physical, or legal effects of domestic violence; or
- Travel to and from an appointment, a pharmacy, or other location related to the purpose for which the time was taken.

Use of sick time for other purposes is not allowed and may result in an employee being disciplined.

Employees may not use sick time if the employee is not scheduled to be at work during the period of use. An employee may not accept a specific shift assignment with the intention of calling out sick for all or part of that shift.

Earned sick time may be used for full or partial day absences. The smallest amount of sick time that an employee can take is one hour.

Sick time cannot be used as an excuse to be late for work without an authorized purpose.

Up to 40 hours of unused sick time may be rolled over into the following benefit year.

**vi. Absence Notification Procedures**

If an employee needs to be absent, to be late or to leave work early (for purposes that are permissible under the earned sick time law), the employee must give advance notice to his or her supervisor, except in an emergency.

If the absence is foreseeable (for example, if the employee will be absent to attend a previously scheduled appointment), the employee must provide up to seven days' advance notice, unless the employee learns of the need to use earned sick time within a shorter period of time.

If the absence is not foreseeable, the employee must provide notice to his or her supervisor as soon as practicable.

If an employee is going to be absent on multiple days, the employee or the employee's surrogate (e.g., spouse, adult family member or other responsible party) must provide notice of the

expected duration of the leave or, if unknown, provide notice of continuing absence on a daily basis, unless the circumstances make such notice unreasonable

**vii. Documentation of Use Of Sick Time**

The Company will generally require an employee to submit a doctor's note or other documentation to support the use of sick time if the absence:

- Exceeds 24 consecutively scheduled work hours or three consecutive days on which the employee is scheduled to work;
- Occurs within two weeks prior to an employee's final scheduled day of work before termination of employment (except in the case of temporary employees); or
- Occurs after four unforeseeable and undocumented absences within a three-month period.

Required documentation must be submitted within seven days of the absence. Additional time will be allowed for good cause shown.

If an employee fails to timely comply with the sick time law's documentation requirements, the Company may recoup the sick time paid from future wages.

\*\*\*Please note, where documentation is required, employees who do not have health care coverage through a private insurer, the Massachusetts Healthcare Connector and related insurers, or an employer that provides health insurance to employees may provide a signed, written statement evidencing the need for the use of the earned sick time, without being required to explain the nature of the illness, in lieu of documentation by a health care provider.

## **V. COMPANY EXPECTATIONS REGARDING ATTENDANCE**

Employees should remember that regular, reliable attendance and timeliness is expected.

If an employee commits fraud or abuse by engaging in an activity that is not consistent with allowable purposes for sick time, the employee may be subject to disciplinary action.

If an employee is exhibiting a clear pattern of taking leave on days just before or after a weekend, vacation, or holiday, the Company may discipline the employee for misuse of earned sick time, unless the employee provides verification of authorized use.

## **VI. PAYOUT OF SICK TIME**

Sick time is not payable on termination of employment.

## **VII. INTERACTION WITH OTHER TYPES OF LEAVE**

If any time off covered under this policy is also covered under the Company's FMLA, Mass PFML, Parental Leave, Domestic Violence Leave, Small Necessities Leave, or other leave of absence policies, sick time shall run concurrently with such leave. Employees may choose, and the Company may also require employees, to use earned sick time to receive pay for absences under other leave policies if those absences would otherwise be unpaid.

**Salaried Administrative Staff and HAS2, receive two personal days per year**, which is defined as twelve consecutive months of employment. The scheduling of personal time must be approved by the employee's manager and should be requested as soon as possible before using it. Personal days not used during the year in which they are granted are forfeited. HAS1 and field staff do not receive any personal days.

## **VIII. CONSOLIDATED OMNIBUS BUDGET & RECONCILIATION ACT (COBRA)**

Pursuant to COBRA, the Company offers to former employees the right to continue health insurance coverage for the employee and previously covered family members for a period of up to 18 months after termination of employment (whether voluntary or involuntary) unless termination is due to gross misconduct. Coverage must be paid for in full by the former employee or his or her family. Coverage will be provided for up to 36 months for qualified family members if coverage was lost due to the death of the employee, divorce or separation of the employee and spouse, the employee becoming entitled to Medicare, or a dependent child ceasing to qualify as a covered dependent under the Company's plan.

ALL VACATION, SICK AND PERSONAL TIME MUST BE REPORTED IN PAYROLL IN ORDER TO BE PAID.

## **TIME OFF AND LEAVES OF ABSENCE**

### **I. INCLEMENT WEATHER POLICY**

When an employee is absent from work due to weather related reasons, but the company remains open, the employee must use paid time off, to the extent that such time is available. This includes vacation or personal time, not sick time. For those employees who do not have any paid time off available, if they are absent due to inclement weather, and the company is open, they will not be paid. In either case, the company should be provided with as much advanced notice as possible to allow us to find the proper coverage. If the company closes due to inclement weather, employees are not *required* to use paid time off, but have the option to do so.

- In cases of inclement weather where the state or town announces an emergency and schools are closed, upper-management will make the decision about whether the company will also close. The Human Resources Department will report company closings through email. If an employee has not been issued a work email, it is their responsibility to provide the Human Resources Department with a valid email address to receive notifications. In cases of inclement weather, if an employee is unsure if the company will be open, they must contact their supervisor. All program directors will be informed of any company closures, so employees must check with their supervisors before reporting to work. Members of the management team, and all exempt employees, have the option to work from home if the company closes, if they have signed off on both the company telecommuting policy and the safety checklist for telecommuters. This work must be done in accordance with our telecommuting policy.
- If the schools are open and/or there is no weather-related emergency announced by the state/city officials, employees that choose to stay home will be required to use their paid time off (not sick time, since inclement weather does not meet the criteria for using sick time) to the extent that they have paid time off available. If the employee does not have paid time off available, the time missed from work due to inclement weather while we are open will be unpaid. We care about the safety of our employees; therefore, we will not require anyone to drive to their work site if they do not feel safe doing so. Working from home for non-exempt, hourly employees during inclement weather is only permitted if the direct supervisor assigns a specific, measurable project to the staff member and the project's timeliness is crucial to the needs of the business, and if the employee has signed off on the company telecommuting policy. This work must be done in accordance with our telecommuting policy.

- In the case of essential employees (clinical and medical staff in PACE clinic, field staff assigned to critical and level 1 and 2 ASAP patients), on-call and coverage must be arranged explicitly even in the case of closure.
- Supervisors must carefully evaluate how many of their staff members can work home simultaneously while still meeting on-site operational needs.

## **II. WEATHER RELATED ABSENCES**

When an employee is absent from work due to weather related reasons, but the company remains open, the employee must use paid time off, to the extent that such time is available. This includes vacation or personal time, not sick time. For those employees who do not have any paid time off available, if they are absent due to inclement weather, and the company is open, they will not be paid. In either case, the company should be provided with as much advanced notice as possible to allow us to find the proper coverage.

## **III. VOTING LEAVE**

Our company encourages employees to exercise their right to vote. If your work schedule and the location of your polling place will make it difficult for you to get to the polls before they close, you are entitled to take up to 2 hours off work, at the beginning or end of your shift, to cast your ballot. This time will be unpaid.

Employees who will need to take time off work to vote must inform their supervisors at least 2 days in advance. Employees are expected to work with their supervisors to ensure that their absence doesn't negatively impact Company operations.

## **IV. FAMILY AND MEDICAL LEAVE**

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact THEIR SUPERVISOR AND/OR THE DIRECTOR OF HUMAN RESOURCES.

### **i. Eligibility**

FMLA leave is available to "eligible employees." To be an "eligible employee," an employee must: (1) have been employed by the Company for at least 12 months (which need not be consecutive); and (2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave.

### **ii. Entitlements**

The FMLA provides eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration. The FMLA also entitles employees to certain written notices concerning their potential eligibility for and designation of FMLA leave.

### **iii. Basic FMLA Leave Entitlement**

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. **The 12-month period is determined based on a calendar year.** Except for military caregiver leave, in the event that an employee and his/her spouse both work for the Company, the two employees are limited to a combined total of 12 weeks of leave. Leave may be taken for anyone, or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent (but not in-law) who has a serious health condition;

- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or
- Because of any qualifying exigency arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on active duty or has been notified of an impending call or order to active duty status in the National Guard or Reserves in support of contingency operation.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

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.

**iv. Additional Military Family Leave Entitlement (Injured Service Member Leave)**

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member is entitled to take up 26 weeks of leave during a single 12-month period to care for the service member with a serious injury or illness. Leave to care for a service member shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured service member, regardless of how the Company has defined the 12-month period as it relates to other types of FMLA leave. In the event that an employee and his/her spouse both work for the Company, the two employees are limited to a combined total of 26 weeks of leave for any FMLA-qualifying reason during the single 12-month period.

A “covered service member” means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. A member of the Armed Forces would have a serious injury or illness if he/she has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that the injury or illness may render the service member medically unfit to perform duties of the member's office, grade, rank or rating.

**v. Intermittent Leave and Reduced Leave Schedules**

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered service member. Employees taking leave to care for a newly born or newly placed child do not have a legal right to take intermittent leave.

**vi. No Work While On Leave**



The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by law.

**vii. Protection Of Group Health Insurance Benefits**

During FMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

**viii. Restoration Of Employment And Benefits**

At the end of FMLA leave, subject to some exceptions including situations where job restoration of “key employees” will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as “key employees,” if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

During this period of leave, no sick days are accrued and no vacation or holiday time is earned.

**ix. Notice of Eligibility For, And Designation Of, FMLA Leave**

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of:

- Their rights and responsibilities in connection with such leave;
- The Company’s designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and
- The amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the Company’s failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA leave.

## **V. EMPLOYEE FMLA LEAVE OBLIGATIONS**

**i. Provide Notice of The Need For Leave**

Employees who take FMLA leave must timely notify the Company of their need for FMLA leave. The following describes the content and timing of such employee notices.

**ii. Content of Employee Notice**

To trigger FMLA leave protections, employees must inform their Supervisor of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency caused by a covered military member being on active duty or called to active duty status; or

- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness.

Calling in “sick,” without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Company’s questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which the Company has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

**iii. Timing of Employee Notice**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company with notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

**iv. Cooperate in The Scheduling Of Planned Medical Treatment (Including Accepting Transfers To Alternative Positions) And Intermittent Leave Or Reduced Leave Schedules**

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company’s operations, subject to the approval of an employee’s health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of an employee’s health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employee’s health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee’s needs without unduly disrupting the Company’s operations, subject to the approval of the employee’s health care provider.

**v. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests For Military Family Leave)**

Depending on the nature of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an initial certification, a recertification, and a return to work/fitness for duty certification.

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The Company shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Company may deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the Company (through individuals other than an employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide the Company with authorization allowing it to clarify or authenticate certifications with health care providers, the Company may deny FMLA leave if certifications are unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

**vi. Initial Medical Certifications**

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year. If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

**vii. Medical Recertification**

Depending on the circumstances and duration of FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

**viii. Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Company with medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

**ix. Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military member, the Company may require employees to provide: 1) a copy of the covered military member's active duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's active duty service; and

2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different active duty or call to active duty status of the same or a different covered military member.

When leave is taken to care for a covered service member with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered service member. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered service member confirming entitlement to such leave.

**x. Substitute Paid Leave for Unpaid FMLA Leave**

Employees must use all accrued vacation, sick, and personal leave before unpaid FMLA leave begins. The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leave and the paid time will run concurrently with an employee's FMLA entitlement.

Leaves of absence taken in connection with the Company's Non-Discrimination on the Basis of Disability Policy, existing disability plans, Parental Leave, or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement.

Upon request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits.

**xi. Pay Employee's Share of Health Insurance Premiums**

During FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during FMLA leave, the Company will deduct the employee portion of the group health plan premiums from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA leave, or a portion thereof, is unpaid, employees must pay their portion of the group health premiums coverage through a method determined by the Company upon leave.

The Company's obligation to maintain health care coverage ceases if an employee's premium payment is more than 30 days late. If an employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid to maintain coverage during their unpaid FMLA leave.

## **VI. COORDINATION OF FMLA LEAVE WITH OTHER LEAVE POLICIES**

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law [or collective bargaining agreement], which provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations

that might arise when FMLA leave is either not available or exhausted, please consult the Company's other leave policies in this Handbook or contact your supervisor.

## **VII. MASSACHUSETTS PAID FAMILY AND MEDICAL LEAVE**

The Massachusetts Paid Family and Medical Leave ("Massachusetts PFML") law covers the Company's employees. It's a state-offered benefit for anyone who works in Massachusetts and who meets eligibility requirements to take up to 26 weeks of paid leave from work for certain medical or family reasons. The law requires contributions be paid to the State to fund the leave benefit. Contributions are paid by both the Company and the employee. Required contributions started on October 1, 2019. Access to certain benefit starts on January 1, 2021 and access to all benefits for eligible employees will be fully implemented started July 1, 2021.

### **i. Explanation of Benefits**

- **Beginning January 1, 2021**, employees may be entitled to up to
  - 12 weeks of paid family leave in a benefit year for the birth, adoption, or foster care placement of a child (intermittent or reduced schedule leave cannot be used to bond with a child during the first 12 months after the child's birth, adoption, or foster care placement), or because of a qualifying exigency arising out of the fact that a family member is on active duty or has been notified of an impending call to active duty in the Armed Forces;
  - 20 weeks of paid medical leave in a benefit year if they have a serious health condition that incapacitates them from work (intermittent or reduced schedule leave may only be taken if medically necessary).
  - 26 weeks of paid family leave in a benefit year to care for a family member who is a covered service member undergoing medical treatment or otherwise addressing consequences of a serious health condition relating to the family member's military service.
- **Beginning July 1, 2021**, employees may be entitled to up to
  - 12 weeks of paid family leave in a benefit year to care for a family member with a serious health condition.
  - 26 total weeks, in the aggregate, of paid family and medical leave in a single benefit year.
- **The first week of leave is unpaid**, with the exception of medical leave during pregnancy or recovery from childbirth if supported by a healthcare provider that this *medical* leave follows immediately after the family leave.
- **Your weekly benefit amount** will be based on your employee earnings, with a maximum benefit of \$850 per week.
- **Employees can use their accrued sick, personal or vacation time to cover the first unpaid week.**
- **Agreed-to Intermittent or Reduced Leave Schedules.** An employee who is approved for and takes leave on an intermittent or reduced leave schedule and who fails to work during the times or on the schedule agreed to with the Company may be subject to discipline.

### **ii. Job Protection, Continuation of Health Insurance, No Retaliation**

- **Job Protection:** Generally, if you take Massachusetts PFML and return to your job at the close of the period of approved family or medical leave, you will be restored to your previous position or to an equivalent position, with the same status, pay, employment benefits, length-of-service credit and seniority as of the date of leave.
- **Continuation of Health Insurance:** The company will continue to provide for and contribute to your employment-related health insurance benefits, if any, at the level and

under the conditions coverage would have been provided if you had continued working continuously for the duration of such leave. The employee portion of the employee's employment-related health insurance benefits shall be remitted by the employee in accordance with the Company's policies.

- **No Retaliation:** The company will not discriminate or retaliate against you for exercising any right to which you are entitled under the paid family and medical leave law. An employee or former employee who is discriminated or retaliated against for exercising rights under the law may, not more than three years after the violation occurs, institute a civil action in the superior court.

**iii. How to File a Claim**

Employees must file claims for paid family and medical leave benefits with the DFML using the Department's forms. Forms and claim instructions will be available on the Department's website [www.mass.gov/DFML](http://www.mass.gov/DFML) before January 2021.

Employees requesting Massachusetts PFML benefits must give at 30 days' advance notice to the Company (or as soon as possible if unable to give 30 days' notice for a reason beyond the employee's control), along with the anticipated leave length and the expected return date. Notice is to be given to the Human Resources Department by either in person submission, emailing to [Human.Resources@lhserv.org](mailto:Human.Resources@lhserv.org) or faxing to 413-831-6639. The DFML may reject benefit applications absent proof of notice.

**iv. Payment for Concurrent Leave**

The Massachusetts PFML benefit described in this policy is separate from the unpaid federal Family and Medical Leave Act ("FMLA") leave. Eligibility and benefits differ under the federal FMLA leave and the State PFML law.

Leave taken under the Massachusetts PFML law shall run concurrently with leave taken under other applicable state and federal leave laws, including but not limited to, Massachusetts' Parental Leave Act, the federal Family and Medical Leave Act of 1993, as amended, when the leave is for a qualified reason under those acts.

Any paid leave provided under a company policy and paid at the same or higher rate than paid leave available under this law counts against the allotment of leave benefits available under the Massachusetts PFML law.

**v. Fitness for Duty Certification**

Employees returning from medical leave for their own serious health condition shall provide a fitness for duty certification to the company from a health care provider. The employee's failure to provide the fitness for duty certification within the approved leave period forfeits their right to reinstatement.

**vi. Department of Family and Medical Leave (DFML) Contact Information**

**The Massachusetts Department of Family and Medical Leave**  
Charles F. Hurley Building  
19 Staniford Street, 1<sup>st</sup> Floor  
Boston, MA 02114  
(617) 626-6565  
[www.mass.gov/DFML](http://www.mass.gov/DFML)

**vii. More Information is Available**

For more detailed information, please consult the Department's website: [www.mass.gov/DFML](http://www.mass.gov/DFML).

**viii. Company Contact**

If you have any questions about the details of the Massachusetts Paid Family and Medical Leave, you should contact the Human Resources Department at [Human.Resources@Ihserv.org](mailto:Human.Resources@Ihserv.org) or 413-507-2304.

**VIII. SMALL NECESSITIES LEAVE**

Employees who are eligible for leave under the Family Medical Leave Act are also eligible for leave granted by the Small Necessities Leave Act. Under this Act, employees are eligible for 24 hours of leave in a calendar year in addition to the leave granted under the Family and Medical Leave Act.

This leave may be taken intermittently and for the following or similar reasons:

- To participate in school activities related to the educational advancement of a son or daughter of the employee, such as a parent-teacher conference or interviewing at a new school.
- To accompany the son or daughter of the employee to routine medical or dental appointments such as check-ups or vaccinations.
- To accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing homes.

This leave is unpaid and employees will be required to use accrued and available vacation, personal or sick leave for some or all of the leave provided under the Act.

Employees should, if possible, request the leave not later than seven (7) days in advance. When not foreseeable, the employee must notify his/her supervisor/manager as soon as practicable.

**IX. PARENTAL LEAVE**

All full-time employees, male or female, are eligible for 8 weeks of unpaid Parental Leave per child if he or she has completed their three month (90-day) initial probationary period. An employee may use Parental Leave for the purposes of caring for a child after:

- The child's birth;
- The child's adoption if the child is under the age of 18 (or under the age of 23 if the child is mentally or physically disabled); or
- The child's placement with the employee pursuant to a court order.

At least two weeks before the employee plans to begin his or her Parental Leave, the employee must provide the Company with the date he or she plans to begin the leave and whether her or she plans to return to the Company from Parental Leave. Alternatively, the employee must provide notice as soon as practicable if the delay in providing notice is beyond the employee's control.

During this period of leave, no sick days are accrued and no vacation or holiday time is earned, and the time the employee spends away from the Company on Parental Leave will not be included when calculating benefits, rights, and advantages of employment. The employee will be restored to his or her previous, or a similar, position with the same skills, pay, length of service credit and seniority as of the date of the leave.

The Company will not restore an employee to the same or similar position if, during the employee's leave, other employees in the same or similar position have been laid off because of economic circumstances or other operating conditions. However, in such circumstances, an

employee on parental leave will still retain preferential consideration for another position to which he or she may be entitled as of the date of the leave.

The Company is not required to cover the cost of any benefit plan, including the cost of health insurance, while the employee is on Parental Leave.

If both parents work for our Company, they shall only be entitled to a total of 8 weeks of leave for the birth or adoption of the same child.

If an employee takes leave that has been designated by the Company as FMLA leave for the birth or adoption of a child, Parental Leave will run concurrently with FMLA leave. If an employee has exhausted their FMLA leave for reasons other than those covered by this Parental Leave, the employee may still be entitled to Parental leave.

Parental Leave is unpaid leave. However, employees taking Parental Leave who wish to use accrued and unused sick time, vacation or other paid leave during all or part of the Parental Leave, may do so, and should submit the request in writing to Human resources prior to taking the Parental Leave.

A Parental Leave shall not affect the employee's right to receive paid time off, performance based incentive compensation, advancement, seniority or other benefits for which she/he was eligible at the date of her/his leave, but the leave shall not be included in the computation of such benefits.

## **X. MILITARY LEAVE**

A military leave of absence will be granted to employees who are absent from work because of service in the United States Uniformed Services Uniformed Solutions including in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA), which governs job protection and rights of reinstatement to employees who participate in the National Guard and Reserve. Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable. Employees who are requesting a military leave of absence should contact Human Resources to complete a Leave of Absence Notice form.

Military leave will be unpaid. Employees may request to be paid available time off for this period.

Continuation of health insurance benefits for the employee and his/her dependents are available for up to 18 months or, if earlier, on the date the employee fails to return or apply to return to employment as required. If the employee's period of service is less than 31 days, the Company will continue health insurance as if the employee is actively employed, and the employee may be required to pay only the regular employee share of the premium as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

On completion of the period of military service, the returning veteran must notify the Company that he/she intends to return to employment. The length of time that the veteran has to contact the Company depends on the amount of time spent in service, as follows:

- Service of 30 days or less. The returning veteran must report to the Company on the first full regularly scheduled work period on the first full calendar day following completion of the service, plus eight hours. If it is impossible or unreasonable for the



veteran to report within that period through no fault of his/her own, he/she must report as soon as possible. This reporting period also applies to an employee who is absent from work for an examination to determine his fitness for military service.

- Service of 31 to 180 days. The veteran must apply for reemployment no later than 14 days after military service ends, or, if it is impossible or unreasonable for the veteran to report within that period through no fault of his/her own, on the next calendar day on which it is possible.
- Service of more than 180 days. The returning veteran must apply for reemployment within 90 days of the end of the military service.
- Service-incurred or aggravated injury. If the returning veteran is hospitalized for, or convalescing from, an illness or injury that was incurred or aggravated by the period of service, the above reporting deadlines may be extended for up to two years for any period of recovery.

USERRA requires that any veteran who receives a certificate showing satisfactory completion of military service must be restored to his previous employment. The type of position to which the veteran must be reinstated depends on the period of service and on the veteran's abilities at the time of reinstatement. The following time frames apply.

- Service of 90 days or less. The veteran must be reemployed in the position he/she would have had if he/she had continued in employment without interruption for military service, as long as he/she is qualified for that position. If the veteran would have been promoted if he/she had continued in employment but cannot be qualified for that new position after reasonable efforts by the employer, he/she may be employed in the position he held when military service began.
- Service of 91 days or more. The veteran must be reemployed in the position he/she would have held except for the interruption for military service, or in a position of like seniority, status, and pay, if qualified for that position. If the veteran would have been promoted if he/she had continued in employment but cannot be qualified for either that new position or an equivalent one despite the employer's reasonable efforts, he must be reemployed in the position he/she held when the period of service began or in a position of like seniority, status, and pay.
- Veterans who cannot be qualified for the job. If the veteran cannot be qualified for the job he/she would have held or the position he/she formerly held after the employer's reasonable efforts, and his/her inability to qualify is not related to a service-incurred or aggravated disability, he/she must be reemployed in any position of lower status and pay for which he/she is qualified, but with full seniority.
- A disabled veteran whose disability was incurred or aggravated by military service and who cannot perform the job he/she would have held even after reasonable accommodation by the employer must be reemployed in (1) any other position of equivalent seniority, status, and pay for which he/she is qualified or could become qualified through the Company's reasonable efforts; or (2) in the nearest approximation to an equivalent position consistent with the veteran's circumstances.

Benefit accruals, such as vacation and sick time, will be suspended during the leave and will resume upon the employee's return to active employment.

Contact your Supervisor and/or the Director of Human Resources for more information or with any questions about military leave.

## **XI. JURY DUTY**

The Company recognizes and encourages employees to fulfill their civic responsibilities. The Company will pay employees for the first three days of jury duty at the employee's regular rate of pay. A copy of the summons for jury duty must be provided to the Human Resources Department or to your manager for reporting purposes.

## **XII. BEREAVEMENT LEAVE**

Employees are provided up to three consecutive working days off without pay due to the death of a family member. A family member is defined as wife, husband, child, stepchild, parent, sibling, parent-in-law, grandparent, or grandchild. This leave is unpaid, unless an employee uses paid vacation or personal time. Sick time cannot be used for bereavement leave.

## **XIII. UNPAID PERSONAL LEAVE**

The Company recognizes that extraordinary circumstances, such as emergency family duties, education, or other non-medical (medical leaves are governed by the Company's Non-Discrimination on the Basis of Disability and Family and Medical Leave Act policies) personal reasons may develop which require an employee to request an unpaid leave of absence. Approval for an unpaid leave of absence must be obtained by your manager. The Company will specify the time frame that an employee's job will be held open. Employees must use all accrued vacation and personal leave before unpaid leave begins. Accruals for vacation and sick time, as well as holiday pay and other benefits will discontinue until the employee returns to work. Employees who fail to return from an unpaid leave of absence will be presumed to have voluntarily resigned.

## **XIV. DOMESTIC VIOLENCE LEAVE**

It is the policy of the Company to comply with the provisions of "An Act Relative to Domestic Violence" in accordance with Massachusetts law. This law is intended to reduce domestic violence, and to provide victims and family members of victims of domestic violence protected work leave for qualifying reasons associated with domestic violence. Pursuant to Massachusetts law, the Company must provide up to fifteen (15) days of annual job-protected leave to employees who are victims of domestic violence.

### **i. Employees Who Are Eligible for Domestic Violence Leave**

An employee who is a victim, or an employee who has a family member who is a victim, of "abusive behavior" is eligible for leave.

### **ii. "Family Member" Under the Act**

For purposes of this policy, covered family members include:

- Persons who are married to one another;
- Persons in a substantive dating or engagement relationship AND who reside together;
- Persons having a child in common regardless of whether they have ever married or resided together;
- A parent, step-parent, child, step-child, sibling, grandparent or grandchild, or persons in a guardian relationship.

The Act specifically notes that perpetrators of domestic violence are not entitled to leave.

### **iii. "Domestic Violence" Under the Act**

The Act defines "domestic violence" as abuse against an employee or the employee's family member by:

- a current or former spouse of the employee or the employee's family member;

- a person with whom the employee or the employee's family member shares a child in common;
- a person who is cohabitating with or has cohabitated with the employee or the employee's family member;
- a person who is related by blood or marriage to the employee; or
- a person with whom the employee or employee's family member has or had a dating or engagement relationship.

**iv. "Abuse" And "Abusive Behavior" Under the Act**

The Act's definitions of "abuse" and "abusive behavior" are broadly defined.

"Abuse" is defined as:

- attempting to cause or causing physical harm;
- placing another in fear of imminent serious physical harm;
- causing another to engage involuntarily in sexual relations by force; threat or duress or engaging or threatening to engage in sexual activity with a dependent child;
- engaging in mental abuse, which includes threats, intimidation or acts designed to induce terror;
- depriving another of medical care, housing, food, or other necessities of life; or
- restraining the liberty of another.

"Abusive behavior" is any behavior constituting domestic violence, stalking, sexual assault, or kidnapping under Massachusetts law.

**v. When Domestic Violence Leave Is Available**

An eligible employee may take up to 15 days of leave from work in a 12-month period, if the employee or family member of the employee is a victim of abusive behavior and the employee is using the leave from work to:

- Seek or obtain medical attention, counseling, victim services or legal assistance;
- Secure housing;
- Obtain a protective order from a court;
- Appear in court before a grand jury;
- Meet with a district attorney or other law enforcement official;
- Attend child custody proceedings; OR
- Address other issues directly related to the abusive behavior against the employee or family member of the employee.

**vi. Notice Requirement**

Employees are generally required to provide an appropriate advance leave notice to their immediate supervisor and/or the Director of Human Resources, except where there is a threat of imminent danger to the health and safety or safety of the employee or the covered family member. In cases of imminent danger, the employee is required to provide notification to the Company within three (3) workdays that the leave was taken or is being taken for reasons covered by this policy.

**vii. Documentation Needed to Be Provided to Support A Leave Request**

Unless there is a threat of imminent danger, the Company may also require employees to produce documentation of their need for domestic violence leave. An employee shall satisfy this documentation requirement by providing any 1 of the following documents to the Company:

- A protective order, order of equitable relief or other documentation issued by a court of competent jurisdiction as a result of abusive behavior against the employee or employee's family member.

- A document under the letterhead of the court, provider or public agency which the employee attended for the purposes of acquiring assistance as it relates to the abusive behavior against the employee or the employee's family member.
- A police report or statement of a victim or witness provided to police, including a police incident report, documenting the abusive behavior complained of by the employee or the employee's family member.
- Documentation that the perpetrator of the abusive behavior against the employee or family member of the employee has: admitted to sufficient facts to support a finding of guilt of abusive behavior; or has been convicted of, or has been adjudicated a juvenile delinquent by reason of, any offense constituting abusive behavior and which is related to the abusive behavior that necessitated the leave under this section.
- Medical documentation of treatment as a result of the abusive behavior complained of by the employee or employee's family member.
- A sworn statement, signed under the penalties of perjury, provided by a counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate or other professional who has assisted the employee or the employee's family member in addressing the effects of the abusive behavior.
- A sworn statement, signed under the penalties of perjury, from the employee attesting that the employee has been the victim of abusive behavior or is the family member of a victim of abusive behavior. Any documentation provided to an employer under this section may be maintained by the employer in the employee's employment record but only for as long as required for the employer to make a determination as to whether the employee is eligible for leave under this section.

If an unscheduled absence occurs, the employee must produce valid documentation of the reason for the absence within 30 days of the unauthorized absence or within 30 days from the last unauthorized absence in the instance of consecutive days of unauthorized absences.

**viii. Confidentiality Requirements**

All documentation should be provided to the Director of Human Resources and will be kept confidential and shall not be disclosed, except to the extent that disclosure is

- Requested or consented to, in writing, by the employee;
- Ordered to be released by a court of competent jurisdiction;
- Otherwise required by applicable federal or state law;
- Required in the course of an investigation authorized by law enforcement, including, but not limited to, an investigation by the attorney general; or
- Necessary to protect the safety of the employee or others employed at the workplace.

Additionally, the Human Resources Department will only retain this documentation for only as long as it is required to determine the employee's eligibility for domestic violence leave.

**ix. Exhaustion Of Vacation, Personal And Sick Leave**

Before an employee may submit a request for the use of an unpaid Domestic Violence Leave to Human Resources, he or she must utilize any and all accumulated personal leave, vacation leave and sick leave available.

**x. Unpaid Leave**

Approved Domestic Violence Leave is unpaid leave.

**xi. Questions Regarding Policy**

Employees who have questions regarding the Domestic Violence Leave Policy may contact their direct supervisor/manager or the Director of Human Resources at 413-372-1755.

# **COMPLAINT PROCEDURE**

Our company is committed to providing a safe and productive work environment, free of threats to the health, safety, and well-being of our employees. These threats include, but are not limited to, harassment, discrimination, violations of health and safety rules, and violence.

Any employee who witnesses or is subject to inappropriate conduct in the workplace is encouraged to make a complaint to the Director of Human Resources/Compliance Officer, Daniella Bessarabova, in person or call (413) 372-1755, or email [Daniella.Bessarabova@Ihserv.org](mailto:Daniella.Bessarabova@Ihserv.org). An alternate number for Daniella Bessarabova, would be on her private cell phone at (413) 374-2416. Inappropriate conduct includes any conduct prohibited by our policies about harassment, discrimination, discipline, workplace violence, health and safety, wages and hours, and drug and alcohol use. In addition, we encourage employees to come forward with any workplace complaint or concern, even if the subject of the complaint is not explicitly covered by our written policies.

We encourage you to come forward with complaints and concerns immediately, so we can take whatever action is needed to handle the problem. Once a complaint has been made, or a concern has been expressed, Human Resources and Management will determine how to handle it. Depending on the nature of the complaint or concern, a complete and impartial investigation may be conducted.

We expect all employees to cooperate fully in Company investigations by, for example, answering questions completely and honestly and giving the investigator all documents and other material that might be relevant. All complaints will be handled as confidentially as possible. When the investigation is complete, the company will take corrective action, if necessary and appropriate.

We will not engage in or allow retaliation against any employee who makes a good-faith complaint or participates in an investigation. If you believe that you are being subjected to any kind of negative treatment because you made or were questioned about a complaint, report the conduct immediately to Human Resources or the Compliance Officer.

Any and all complaints about the Company work place or perceived unfair treatment by your Supervisor or co-worker OR suspected fraudulent activities made by other employees can be made directly to the HR Director/Compliance Officer, Daniella Bessarabova, at (413) 374-2416, [Daniella.Bessarabova@Ihserv.org](mailto:Daniella.Bessarabova@Ihserv.org), or (413) 372-1755.

---

Employee Name (PRINT CLEARLY)

---

Employee Signature

Date: \_\_\_\_\_

# **CORONAVIRUS ADDENDUM**

## **I. CORONAVIRUS WORKPLACE POLICY**

### **I. Purpose:**

This policy is being implemented to protect the health and welfare of all company employees, patients, and visitors. The intent of this policy is to reduce the risk of the potential spread of Coronavirus in our workplace. It is critical for all employees to comply with these guidelines in order to maintain a healthy and safe workplace throughout this unprecedented global pandemic.

### **II. Scope:**

This Coronavirus policy applies to all of our employees who physically work in our offices. We strongly recommend that field staff also review and follow this policy to ensure a collective and uniform response to this global pandemic. This policy is subject to change as necessary based on updated laws, regulations, and guidance.

### **III. Procedure:**

- Employees are required to wear face coverings at all times while in the office.
- Employees must practice social distancing, remaining 6 feet apart at all times.
- Employees who are experiencing Coronavirus symptoms must stay home and notify their supervisor. According to the CDC, symptoms include:
  - Cough
  - Shortness of breath or difficulty breathing
  - Fever, 100.3 or higher
  - Chills
  - Muscle pain
  - Sore throat
  - New loss of taste or smell

\*Employees must notify their supervisor if they have any other symptoms that they have not had before. The supervisor will speak to the employee to discuss whether or not they should report to work. The CDC updates the list of Coronavirus symptoms periodically. The supervisor will advise the employee accordingly.

- Employees must take their temperature before each shift, on a daily basis.
- Employees must record their temperature and indicate whether they are symptomatic on a daily basis in our employee log.
- Employees must complete all Coronavirus mandatory trainings.
- We have implemented a maximum capacity for all shared workspaces, including kitchens and break rooms. We will allow no more than 2 employees to be present in a shared workspace at the same time, remaining 6 feet apart.
- In order to avoid potential congestion during designated break times, we encourage employees to take their breaks outside of the office.
- Although our Company will conduct regular cleaning practices in accordance with CDC guidelines, employees are responsible for regularly cleaning and disinfecting their own workstations before, during and at the end of their work shifts. Cleaning and disinfectants products will be available to all employees.
- Employees must practice proper respiratory etiquette, including covering coughs and sneezes.

- Employees must wash their hands frequently. There are hand washing stations at every office location.
- The company is restricting all work-related in-person meetings. We will continue to hold telephonic or virtual meetings. We will not meet in our conference rooms unless employees or visitors have adequate room to sit 6 feet apart.
- Employees must comply with our Coronavirus Travel Policy.
- Employees must notify their supervisor if they have been tested for Coronavirus. Depending on the circumstances, the employee may be required to quarantine while the results are pending.
- Employees must notify their supervisor of any known exposures to Coronavirus, even if the employee is asymptomatic. Based on the specific circumstances of the contact, upper-management will determine if it is safe for the employee to work. An employee's failure to notify their supervisor of a known exposure poses a direct threat to our staff, patients and visitors and will result in disciplinary action up to and including termination.

#### **IV. Enforcement:**

Since the purpose of this policy is to protect our employees, patients, and visitors from an infectious disease that can cause severe illness, including death, we are mandating strict compliance with these guidelines. Employees who are in violation of this policy will be subject to immediate disciplinary action, up to and including prompt removal from our facilities and termination. If any employee needs to request an accommodation related to these guidelines, they must notify the Director of Human Resources, Daniella Bessarabova, immediately.

#### **V. Mandatory Policy Review & Training:**

It is mandatory that all office staff thoroughly review this Coronavirus Workplace Policy. All office staff are also required to complete the accompanying Coronavirus Workplace Policy Training. Both the policy and training will be:

- Posted on our HR website
- Emailed to all office staff
- Posted at every office location

Additionally, supervisors will also have paper copies of the policy and training for distribution. All office staff are responsible for reading the policy and completing the training.

Please remember, the policy and training are being implemented in order to protect all employees, patients, and visitors from a very serious, possibly life-threatening virus. Complying with these guidelines will allow us to mitigate the risk of transmission in our offices.

If you have any questions or concerns, please contact your supervisor or the Human Resources Department.

### **I. CORONAVIRUS TRAVEL POLICY**

\*Effective August 2021

#### **I. Purpose**

Our Company is committed to protecting the health and welfare of all company employees, patients, and visitors. In order to minimize the spread of Coronavirus in our workplace, this travel policy is effective immediately and will remain in place until further notice.

The U.S. Centers for Disease Control & Prevention recommends delaying travel until you are fully vaccinated, since travel increases your chance of getting and spreading Coronavirus. According to the U.S. Centers for Disease Control & Prevention, fully vaccinated travelers are

less likely to get and spread Coronavirus. Employees who are fully vaccinated with an FDA-authorized vaccine can travel safely within the United States but should still follow CDC recommendations including wearing a face covering and social distancing. The CDC recommends delaying international travel until fully vaccinated.

## **II. Scope**

This policy applies to all of our employees, including administrative staff, clinicians, and home health care workers. This policy is subject to change as necessary based on updated laws, regulations, and guidance.

## **III. Procedure**

This travel policy is in accordance with recommendations from the CDC and the Commonwealth of Massachusetts. All employees are required to complete the CDC recommended “After Travel” steps prior to returning to work which can be accessed by the links provided below. **Please be aware that procedures vary for vaccinated and unvaccinated travelers.**

### **I. Domestic Travel**

<https://www.cdc.gov/coronavirus/2019-ncov/travelers/travel-during-covid19.html>

\* Domestic travel includes travel within the continental United States. It excludes the following states: Massachusetts, Connecticut, and New Hampshire.

### **II. International Travel**

<https://www.cdc.gov/coronavirus/2019-ncov/travelers/international-travel-during-covid19.html>

Upon arrival from either domestic or international travel, all employees must complete the **COVID-19 Return to Work Travel Form** and submit this to the Human Resources Department before they can return to work.

If you are returning to work without quarantine under the vaccine exemption, you must provide proof of full vaccination to the Human Resources Department prior to returning to work.

If you are returning to work with COVID-19 test results and a shortened quarantine, you must submit a copy of the test result to the Human Resources Department prior to returning to work.

## **ENFORCEMENT:**

Since the purpose of this policy is to protect our employees, patients, and visitors from an infectious disease that can cause severe illness, including death, we are mandating strict compliance with these guidelines. Employees who are in violation of this policy will be subject to immediate disciplinary action, up to and including prompt removal from our facilities and termination.

## **ACKNOWLEDGMENT**

- I have read, understand, and agree to the COVID-19 Travel Policy and my responsibilities under the policy.
- I visited the CDC website through the links provided above and have reviewed both the domestic and international travel guidelines and noted the different requirements for vaccinated and unvaccinated travelers.



- I understand that the CDC guidelines may change at any time and that I should visit the CDC website prior to traveling.
- I understand that if I have any questions regarding what is expected of me that I can contact the Human Resources Department.
- I understand that I can report an issue or concern to the Director of Human Resources, Daniella Bessarabova, at [Daniella.Bessarabova@Ihserv.org](mailto:Daniella.Bessarabova@Ihserv.org), or 413-372-1755.

## **COVID-19 VACCINATION POLICY**

### **I. PURPOSE**

In accordance with our Company's duty to provide and maintain a workplace that is free of known hazards, we are adopting this policy to safeguard the health of our employees and their families; our patients and visitors; and the community at large from infectious diseases, such as COVID-19, that may be reduced by vaccinations. This policy will comply with all applicable laws and is based on guidance from the Centers for Disease Control and Prevention and local health authorities, as applicable. This policy is subject to change in accordance with local, state, and federal mandates, regulations, and laws with or without notice.

### **II. SCOPE**

All employees are required to receive the COVID-19 vaccination unless a reasonable accommodation is approved. Employees not in compliance with this policy will be placed on unpaid leave until their employment status is determined by the human resources department.

### **III. REASONABLE ACCOMMODATION**

Employees in need of an exemption from this policy due to a medical reason, or because of a sincerely held religious belief must submit a completed Request for Accommodation form to the Human Resources Department to begin the interactive accommodation process.

Accommodations will be granted where they do not cause the Company undue hardship or pose a direct threat to the health and safety of others.

Please direct any questions regarding this policy to the Human Resources Department.

# **EMPLOYEE'S ACKNOWLEDGMENT**

I acknowledge that I have received and read a copy of the International Health Services, Inc. Employee Handbook (updated 9/2021), in the format of either a printed copy or an electronic version, and I understand its contents. I entered into employment with the Company voluntarily and acknowledge that it is for no specified length of time. Accordingly, either I or the Company, may terminate the relationship at will, with or without cause, at any time, for any reason or no reason, and with or without notice.

I understand that neither this Employee Handbook nor any other Company policy, practice or procedure is intended to provide any contractual obligations related to continued employment, compensation, or employment contract.

Since the information, policies and benefits described here are necessarily subject to change, I acknowledge that revisions to the Employee Handbook may occur, except to the Company's policy of employment-at-will. I understand that the Company may change, modify, suspend, interpret, or cancel, in whole or part, any of the published or unpublished personnel policies or practices, with or without notice, at its sole discretion, without giving cause or justification to any employee. Such revised information may supersede, modify, or eliminate existing policies. The Company shall have sole authority to add, delete or adopt revisions to the policies in this Employee Handbook. Any written or oral statement by a supervisor or department director contrary to the Employee Handbook is invalid and should not be relied upon by any employee.

I understand and agree that I will read and comply with the policies contained in this Employee Handbook and any revisions, and that I am bound by the provisions contained therein, and that my continued employment is contingent on following those policies.

I further acknowledge and understand that should I have any questions about the Employee Handbook's content or how a policy works that I should contact the Director of Human Resources or the Compliance Officer for clarification.

I am aware that the Employee Handbook is not a contract of employment and is not a guarantee by the Company of the conditions and benefits that are described within it. I am also aware that the Company at any time may change, add to, or delete from the provisions of the Employee Handbook.

I agree that my employment is at-will, meaning it is not for any definite period of time and may be terminated by either myself or by the Company, at any time, and for any or for no reason.

\_\_\_\_\_  
Employee Name (PRINT CLEARLY)

\_\_\_\_\_  
Employee Signature

Date: \_\_\_\_\_