

INSTANT CARE OF ARIZONA, INC.
EMPLOYMENT HANDBOOK

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POLICIES

YOUR EMPLOYMENT WITH INSTANT CARE OF ARIZONA, INC.

WELCOME

Welcome to Instant Care of Arizona, Inc. (the “Company”). We wish to take this opportunity to welcome you and extend our best wishes for a successful career with our organization. We are very proud of the people that work for our Company and strive to provide all of our employees with a safe and productive environment. Safety is a top priority and all employees have a responsibility to make sure the workplace is safe. All employees should report unsafe conditions to their supervisor, Human Resources or the General Manager.

Our Company’s progress and success depends largely on the cooperation and teamwork of each employee, regardless of the position. Customer satisfaction is the Company’s number one commitment. The full use of your knowledge, experience, abilities, and energy are important to our success as we work together to attain excellence.

This Employment Handbook provides information concerning our Company policies and practices. We encourage you to discuss with the General Manager, Human Resources, or your Supervisor any questions you may have regarding the Company’s policies described in this handbook or items that are not addressed in this Handbook.

Please remember that if you will treat everyone you meet - clients and coworkers alike - in the manner you would like to be treated, you will find your work very rewarding. We are proud to have you as a member of our team.

GENERAL STATEMENT AND EMPLOYMENT AT WILL POLICY

The success of the Company depends on the competence and integrity of those who conduct its affairs. All employees bear a special responsibility to clients, to the General Manager, and to their fellow employees, all of whom expect standards of honesty, fairness, and quality. These traits enhance our Company’s reputation and help ensure success. Complete teamwork involves effort and cooperation by every member of the Company.

The Company expects each employee to follow the Company’s policies and procedures, which enables the Company to operate effectively and to provide quality service for clients. All statements were formulated without regard to race, color, national origin, religion, sex (including pregnancy), gender, gender identity, sexual orientation, transgender status, age, disability, or other protected classifications..

Additionally, personnel policies are principles of personnel administration and are stated in definitive language, especially where the law is involved. In some areas of the handbook, however, the language is less restrictive and allows latitude in consideration of the facts of each situation. The text of the English original shall in all respects control an employee’s rights and obligations.

This handbook summarizes Company policies and practices. These policies are intended as guidelines only. Consequently, in appropriate circumstances, the Company reserves the right to proceed differently than described in these guidelines. The guidelines and Company policies may be amended or modified at any time.

Your employment with the Company is entered into voluntarily, and you are free to resign at any time. Similarly, the Company may terminate the employment relationship at any time when, in its sole discretion, it believes it is in the Company's best interests. Neither this handbook, any Company policy, procedure, or other document, or any other communication by a managerial representative is intended in any way to create a contract of employment. Rather, employment at the Company is on an "at-will" basis. Any oral statements contrary to the foregoing or regarding future employment are not authorized and should not be relied upon unless confirmed in writing by the General Manager of the Company. Supervisors do not have authority to make oral agreements guaranteeing employees' future promotions, pay raises, benefits, reassignments or transfers. Any such assurances must be in writing and signed by the General Manager to be enforceable. Nothing in this paragraph or in this handbook shall be construed to affect the rights of employees and employers as defined by any applicable collective bargaining agreement or as established by federal law. This Handbook is not intended to create a contract of employment or for benefits, and does not create any express or implied contractual rights.

MISSION STATEMENT AND PHILOSOPHY

Instant Care of Arizona is a Russian-English speaking agency that was founded upon the belief that a multitalented team of bilingual professionals can provide high quality non-medical and social services for clients in all aspects of their lives. Instant Care's mission is the provision of personal/respite & homemaker services that are guided by quality and risk management programs in order to ensure that the delivered services promote positive client outcomes and constitute quality, safe, and cost-effective services for the clients we serve.

It is Instant Care's philosophy to provide comprehensive services based on the following assumptions:

1. That the full potential of human life is a supreme value.
2. Humans possess a unique hierarchy of needs as defined by Maslow:
 - Physiological needs
 - Safety needs
 - The need to belong and be loved
 - Self-esteem needs
 - Self-actualization
3. Humans search for meaning in personal life experiences.
4. Humans make choices and decisions based on their individual beliefs and values.

5. In making such choices and decisions, humans exert personal control over their lives.

The philosophy of Instant Care, based on the above assumptions, stipulates that for each Instant Care client:

1. Desires services that promote the client's value of life by:
 - Maximizing levels of independence
 - Maintaining and promoting good health.
2. Possesses unique physiological, safety, psychological, self-esteem and self-actualization needs that require consideration via the client's care plan.
3. Searches for meaning in the personal life experiences surrounding his/her current living environment.
4. Makes choices about the provision of our services in regard to his/her needs, personal beliefs and values.
5. Exerts personal control over his/her personal life by collaborating with our staff members regarding the provision of services.

In support of our philosophy, Instant Care is dedicated to providing professional, dependable and caring services by the provision of comprehensive, quality client and client family-centered services, which are focused on the client's unique physiological, safety, psychological, self-esteem and self-actualization needs.

Instant Care is committed to providing comprehensive services that will help the client gain maximum independence, to allow him/her the highest quality life possible within the limitations of his/her physical and psychological ability, and to allow the client the ability to make informed choices that allow outcomes to most closely meet his/her desires and needs. Instant Care's personnel are dedicated to assisting the client in achieving those outcomes.

EQUAL EMPLOYMENT OPPORTUNITY

Our policy is to select, place, train, and promote the best qualified individuals based upon relevant factors such as work quality, attitude, and experience so as to provide equal employment opportunity for all our employees in compliance with applicable local, state, and federal laws and without regard to non-work-related factors such as race, color, national origin, ethnicity, religion, creed, sex (including pregnancy), gender identity or expression, sexual orientation, age, disability, AIDS or HIV status, genetic information, citizenship, military or National Guard status, or marital status. . This equal opportunity policy applies to all Company activities, including but not limited to, recruiting, hiring, training, transfers, promotions, and benefits.

If you have a disability that you believe requires an accommodation, you need to request the accommodation in writing to your Supervisor. Please include the nature of the disability, nature of restriction(s) and nature of accommodation(s) you request.

IGUALDAD DE OPORTUNIDAD EN EL EMPLEO

Es nuestra política seleccionar, apuntar, entrenar y promover a las personas mejores calificadas basado en factores aplicables tal como calidad de trabajo, actitud, y experiencia para así ofrecer igualdad de oportunidad en el empleo para todos nuestros empleados en conformidad con las leyes pertinentes locales, estatales y federales y sin tomar en cuenta elementos no relacionados con el trabajo, tal como raza, color de piel, origen nacional, religión, credo, sexo (incluyendo embarazo), identidad o expresión de género, orientación sexual, edad, discapacidad, SIDA o VIH, la información genética, estado de militar o el estado de la Guardia Nacional, o el estado civil, incapacidad, ciudadanía, o estado matrimonial. La Compañía no tolerará la discriminación contra una persona por estar embarazada. Esta política de igualdad de oportunidad en el empleo se aplica a toda actividad de la Compañía, incluyendo pero sin limitarse a, contratación, entrenamiento, transferencias, promociones, y beneficios.

Si en su opinión tiene una incapacidad el cual requiere un acomodo, debe solicitarlo por escrito a su Supervisor. Favor explique la naturaleza de la incapacidad, naturaleza de la(s) restricción(es), y el tipo de acomodo(s) que solicita.

Las traducciones de ciertas políticas en esta guía se incluyen únicamente para su conveniencia. El texto del original en inglés controlará en todos aspectos los derechos y obligaciones de un empleado.

AMERICANS WITH DISABILITIES ACT AND THE ADA AMENDMENTS ACT **(ADAAA)**

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act, known as the ADAAA, are federal laws that prohibit employers with 15 or more employees from discriminating against applicants and individuals with disabilities and that when needed provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of the Company to comply with all federal and state laws concerning the employment of persons with disabilities. Furthermore, our Company will not discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

The Company will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless the accommodation creates an undue hardship to the Company and/or doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation.

If you have a disability that you believe requires an accommodation, please request the accommodation in writing to Human Resources, your Supervisor or General Manager. Please include the nature of the disability, nature of restriction(s) and nature of accommodation(s) you or your healthcare provider requests. The Company can only seek to accommodate the known disabilities of an otherwise qualified individual. It is the employee's responsibility to request an

accommodation if required. The Company will engage in an interactive process with the employee to identify possible accommodations. Medical certification may be required regarding the need for an accommodation.

RELIGIOUS ACCOMMODATION

The Company conducts employment practices and activities on a non-discriminatory basis, without regard to religious beliefs and practices. Reasonable accommodation for religious observances may be available upon request, including but not limited to religious dress, grooming practices, or holidays, as long it does not impose an undue hardship on operations. Employees should contact their supervisor with their request. The Company is committed to taking all actions necessary to ensure equal employment opportunity in accordance with any applicable federal, state, and local laws

EMPLOYEE CONDUCT

EMPLOYEE CODE OF CONDUCT

All Company employees shall be required, as a condition of employment, to read and sign a form acknowledging receipt and understanding of the Company's Handbook and Employee Code of Conduct. By providing a copy of the Employee Code of Conduct to employees, the Company seeks to ensure that employees understand their obligations and liabilities. The Code of Conduct is not intended to and will not be enforced in a manner that would interfere with employees' rights under federal law, including but not limited to the right to engage in concerted activity relating to terms and conditions of employment.

The Company expects every employee to maintain high standards of personal conduct and responsibility, and to promote a feeling of pride in being a part of the Company. Actions on the part of any employee that are contrary to this policy and detrimental to the best interests of the Company, including but not limited to the following actions, will be grounds for discipline up to and including termination of employment:

1. Any mistreatment or abuse of clients or inappropriate behavior towards clients.
2. Unauthorized access, use, and/or disclosure of Company proprietary or Company confidential information including but not limited to: product specifications and non-public proposals; pricing and competitive strategies; non-public financial information; business strategies; and similar confidential, proprietary, or trade secret information.
3. Malicious conduct and/or false accusation that tends to destroy friendly relations between the Company and its employees or between employees themselves which in any way hinders production, such as disrupting production or preventing any employee from performing his or her job.
4. Possession of firearms, dangerous weapons, or explosive materials on Company premises or work locations.

5. Failure to observe safety rules and procedures, to wear personal protective equipment, or to observe traffic regulations.
6. Disorderly conduct on Company premises or working time including, but not limited to: fighting, shouting, abusive language or threats, or other intimidating or threatening conduct.
7. Immoral, offensive or indecent conduct or display of offensive material while on Company premises or work locations.
8. Harassing, coercing, abusing or insulting another employee because of that employee's race, color, sex, gender, gender identity or express, sexual orientation, transgender status, religion, age, physical or mental disability, national origin or veteran's status.
9. Deliberate or careless damage to property of the Company or others.
10. Unauthorized removal or theft of property of employees, clients, or the Company or misappropriation of Company funds or taking of Company business opportunities.
11. The unlawful manufacturing, distribution, dispensation, possession, sale or use of illegal drugs; and the misuse of any legal drugs or alcohol while on Company premises, while using Company property, or while conducting Company business off Company premises is prohibited. Being under the influence of a substance of abuse while on Company premises, while using Company property or while conducting Company business off Company premises is also prohibited.
12. Altering or falsifying your own time cards or time related documents, transacting another employee's time card and time records, or permitting another employee to alter your time card or time records.
13. Falsifying an employment application, Company enrollment or benefit claim forms or other work related documents.
14. Sleeping during work time or other misuse of Company time.
15. Absence from an assigned work area during working time without notifying a supervisor or excessive tardiness or absence or failure to contact your Supervisor during an absence in excess of two (2) working days.
16. Insubordination (refusal or failure to perform work assigned or to comply with the orders and directions of the Supervisor) concerning a job-related matter.
17. Failure to maintain proper standards of workmanship or productivity or careless or inefficient performance of duties.
18. Using or asking others to use Company materials, computers, telephones or other facilities or labor for personal benefit or gain.
19. Smoking in buildings, vehicles, or outside areas that have been designated as "no smoking." Smoking prohibited under this policy includes the use of E-Cigarettes or "vaping."

20. Failure to cooperate with the Company in the investigation of violations of Company rules or the employee code of conduct, or similar matters, except where voluntary participation is required by law.
21. Violation of any Company policies, practices, or procedures.
22. Conflicts of Interest. Employees should refrain from any outside business or activity that might cause their personal interest to conflict with or adversely impact the impartial discharge of their obligations to the Company. Each employee has a duty to be free and to appear to be free of any activity, agreement, business investment, interest, or other situation that might be construed as in conflict with the Company's interests or as an interference with the employee's duties to serve the Company to the best of his her abilities. A conflict of interest may be deemed to exist even though it does not result in financial loss to the Company and irrespective of the motive of the person concerned.

ANTI-HARASSMENT, ANTI-DISCRIMINATION AND NO RETALIATION POLICY

General Policy

A fundamental policy of the Company is that the workplace is for work. Our goal is to provide a workplace free from tensions involving matters that do not relate to the Company's business. In particular, an atmosphere of tension created by non-work-related conduct, including ethnic, racial, national origin, disability, age, sexual or religious remarks, animosity, unwelcome sexual advances or requests for sexual favors or other such conduct does not belong in our workplace. Do not engage in inappropriate conduct or comments based on age (40 and over), race, national origin, ethnicity, religion, sex (including pregnancy), gender, gender identity or expression, sexual orientation, transgender status, disability, genetic information, citizenship, military or National Guard status, marital status, or other protected categories.

Harassment, discrimination and retaliation can be a violation of state and federal laws if it is used as the basis for employment decisions or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment. The Company's policy against harassment, discrimination and retaliation is much stricter than what the law requires because we have higher standards for our employees.

Harassment, discrimination and retaliation of employees or of applicants is prohibited. Harassment and discrimination includes, without limitation: verbal (derogatory statements, slurs, teasing, jokes, epithets and innuendo); physical (sexual and person touching, assault, physical interference with normal work or involvement); and visual (posters, cartoons, drawings, computer materials, sexual gestures).

Examples of Harassment, Discrimination and Retaliation

Sexual harassment or discrimination includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact and other verbal or physical conduct, or visual forms of harassment of a sexual nature. Examples of harassment, discrimination and retaliation can include but are not limited to, the following:

1. Making a sexual or suggestive remark or gesture about any person's clothing, physical appearance or body (including whistling or "cat calls" and gestures using hand or body movements);
2. Referring to a person using a slang term or nickname that has a sexual, racial or ethnic connotation (such as "babe," "honey," "hunk," "stud," etc.);
3. Asking another employee for a date or making a sexual proposition when such an invitation is unwelcome to the other person;
4. Commenting about or asking unsolicited personal questions about another employee's sexual activities or social life;
5. Using vulgar or profane language, joking, telling a story, teasing, insulting or making an innuendo about a sexual subject;
6. Touching or brushing against another person in an unauthorized, personal or offensive manner (contact that is not accidental or incidental);
7. Staring or looking at another person in an offensive or improper way (including "elevator eyes" - looking up and down at an employee);
8. Bringing any sexually provocative or suggestive magazines, pictures, drawings, cartoons, calendars or objects into the workplace or viewing or retrieving such materials on any office computer.
9. Communicating that an employee will receive a job benefit or threatening to take unfavorable action against an employee based upon whether the employee submits to sexual conduct.
10. Targeting an employee who has made a complaint about harassment, discrimination or retaliation.

The Company will do its best to keep the workplace free of any conduct which creates an intimidating, hostile or offensive work environment for our employees. Your cooperation is needed to achieve the goal by reporting incidents of harassment, discrimination or retaliation.

What To Do If You Feel Our Anti-Harassment, Anti-Discrimination and No Retaliation Policy Has Been Violated

In the event that you see or hear of any conduct that violates this policy, we urge you to contact your supervisor or the supervisor of the department of the person who committed the conduct. You may also contact the Human Resources Department or the President. The Company will, to the extent possible, treat the matter with the degree of confidentiality that is appropriate under the circumstances.

You should report any harassment, discrimination or retaliation, even if the person committing the conduct is not an employee of the Company. The Company's policy is to take appropriate action to protect its employees from harassment, discrimination or retaliation, regardless of who commits the harassment, discrimination or retaliation.

Charges of harassment, discrimination and retaliation will be investigated. If the Company determines that harassment, discrimination or retaliation has occurred, appropriate corrective and/or disciplinary action against the person who violated this policy will be taken, up to and including termination.

No Retaliation

The Company will not tolerate retaliation against any employee for complaining about harassment, discrimination, or providing information in connection with any complaint. The Company wants and encourages its employees to report any potential harassment, discrimination or retaliation. Employees are required to cooperate with the Company during any investigation of harassment, discrimination or retaliation by providing information about any matters under investigation.

POLÍTICA ANTIACOSO, ANTIDISCRIMINACIÓN Y ANTIREPRESALIAS

Política General Es una política fundamental de la Compañía que el lugar de trabajo es para trabajar. Es nuestro objetivo ofrecer un lugar de trabajo adonde no se sienta tensión por cosas que no tengan nada que ver con los negocios de la Compañía. En especial, en el lugar de trabajo no debe existir un ambiente de tensión por conducta no relacionada con el trabajo, inclusive comentarios sobre origen étnico, raza, origen nacional, incapacidad, edad, comentarios sexuales u religiosos, animosidad/rencor, avances sexuales molestos o solicitando favores sexuales u otra dicha conducta. No se involucre en conductas inapropiadas o comentarios por razones de edad (40 años y más), la raza, color, origen nacional, etnicidad, religión, credo, sexo (incluyendo el embarazo), la identidad o expresión de género, orientación sexual, discapacidad (físico o mental), SIDA o condición de VIH, la información genética, la ciudadanía, militar o el estado de la Guardia Nacional, o estado civil, u otras categorías protegidas.

El acoso ilegal, la discriminación y las represalias pueden ser violaciones de las leyes estatales y federales si se usan en decisiones de empleo o tienen como propósito impedir el desempeño del trabajo de un individuo o crean un ambiente laborable intimidatorio, hostil u ofensivo. La política de la Compañía contra el acoso, la discriminación, y las represalias es más estricta de lo que requiere la ley porque tenemos normas más elevadas para nuestros empleados.

Está prohibido el acoso, la discriminación y las represalias contra empleados o solicitantes. El acoso y la discriminación incluyen, sin limitarse a: acoso verbal (comentarios insultantes, difamatorios, burlas, chistes, epítetos, e insinuaciones); físico (tocando la persona o tocando la persona sexualmente, asalto, interfiriendo físicamente con el desempeño del trabajo normal o involucramiento); y visual (carteles, caricaturas, dibujos, información en la computadora, gestos sexuales).

Ejemplos de Acoso, Discriminación y Represalias

El acoso sexual o discriminación incluye avances sexuales molestos, solicitando favores sexuales, contacto físico sexualmente motivado, y otra conducta verbal o física, o formas visuales de acoso de una naturaleza sexual. Algunos ejemplos de acoso, discriminación y represalias pueden incluir pero no se limitan a, los siguientes:

1. Haciendo comentarios o gestos sexuales sobre el vestido de una persona, apariencia física o cuerpo (incluyendo silbidos o “cat calls” y gestos usando las manos o moviendo el cuerpo);
2. Refiriéndose a la persona con un término vulgar u apodo que tenga un sentido sexual, racial, u étnico (por ejemplo, como “nena,” “chula,” “bueno,” “guapo,” etc.);
3. Invitando a otro empleado a salir o proponiendo algo sexual cuando dicha invitación no es agradable para esa persona;
4. Comentando acerca de o preguntando sobre temas personales o sobre las actividades sexuales de otro empleado o su vida social;
5. Usando términos vulgares o groseros, chistes, contando historias, burlas, insultos, o haciendo insinuaciones sobre un tema sexual;
6. Tocando o pasar rozando a otra persona de una forma no autorizada, personal u ofensiva (contacto que no sea accidental ni imprevisto);
7. Mirando fijamente a otra persona de una forma ofensiva o impropia (incluyendo “elevator eyes” [ojos de elevador] – mirando el cuerpo entero de un empleado);
8. Llevando al trabajo revistas, fotos, dibujos, caricaturas, calendarios u artículos/objetos que sean sexualmente provocativos, o mirando u obteniendo dicho material en cualquier computadora de la oficina.
9. Comunicando que un empleado recibirá un beneficio en su empleo o amenazando a tomar medidas desfavorables contra un empleado que se base en el empleado sometiendo o no a conducta sexual.
10. Molestando a un empleado quien haya presentado una queja de acoso, discriminación o represalias.

La Compañía hará todo lo posible a mantener el lugar de trabajo libre de cualquier conducta que causa un ambiente laborable intimatorio, hóstil u ofensivo para nuestros empleados. Se necesita su cooperación para cumplir con esta meta reportando incidentes de acoso, discriminación o represalias.

Que Debe Hacer Si Piensa Que Nuestra Política Antiacoso, Antidiscriminación y Antirepresalias Ha Sido Violada

Si usted se da cuenta o se entera que ha sucedido algo prohibido por esta política, le recomendamos avisarle a su supervisor o el supervisor del departamento en donde trabaja la persona quien cometió la violación. Puede además dirigirse al Departamento de Recursos Humanos o al Presidente. La Compañía hará todo lo posible a tratar el asunto de una manera confidencial como sea apropiado bajo las circunstancias.

Debe usted reportar cualquier forma de acoso, discriminación o represalias, aun si la persona cometiendo la conducta no es empleado de la Compañía. Es la política de la Compañía

tomar las medidas apropiadas para proteger a sus empleados contra el acoso, la discriminación o represalias, sin importar quien haya cometido el acoso, discriminación o represalias.

Las acusaciones de acoso, discriminación y represalias serán investigadas. Si la Compañía determina que el acoso, discriminación o represalias ha sucedido, se tomaran medidas correctivas y/o disciplinarias contra la persona quien violó esta política, hasta e incluyendo terminación de empleo.

Sin Represalias La Compañía no soportará represalias en contra de los empleados que se quejan de acoso, discriminación, o si proporcionan información relacionada con cualquier queja. La Compañía desea y anima a sus empleados a que reporten cualquier posible acoso, discriminación o represalias. Se requiere que los empleados cooperen con la Compañía durante cualquier investigación de acoso, discriminación o represalias proporcionando información sobre cualquier asunto bajo investigación.

Esta traducción se incluye únicamente para su conveniencia. El texto del original en inglés controlará en todos aspectos los derechos y obligaciones de un empleado.

GUIDELINES FOR ATTENDANTS WHILE ON DUTY

1. You are required to wear your badge and dress according to the dress code policy at all times while on duty at a client's home, while attending trainings, or whenever you come into the office. Your badge is the only form of identification that is acceptable when picking up your check.
2. You must be on time to your client. If you are going to be late, even 10 minutes, you must call your client to let them know, then call the office and leave your supervisor a message. If you are a NO CALL or NO SHOW it is disruptive to proper client care and may result in disciplinary action, up to and including termination of employment.
3. You are required to give the Attendant Care Program two (2) hours notice when calling off your scheduled shift. You must call the staffing office at (602) 993-0297 between 7:30 a.m. and 4:30 p.m. Monday through Friday or call the on call pager at (602) 993-0297 when the office is closed. After the beep dial in your phone number and press the # sign. Someone will call you back. If you do not press the # sign your call will not go through. You are responsible to ensure that your call to the pager is completed. If you do not receive a call back in 15 minutes, please call the pager again.
4. If someone is dropping you off at your client's home, please have him or her leave immediately or if picking you up, please have him or her come at the end of your shift, no sooner.
5. You must turn off your cell phone or put on vibrate. Only emergency phone calls can be returned. Please inform your client of your need to return the emergency phone call. Step outside when returning a personal call. If you need to use the client's phone, you must ask their permission.

6. Do not give out your personal phone numbers to your client or their family. Please keep your personal problems personal. You are there to provide care and companionship to your client, not vice-versa.
7. Expect unannounced visits from your supervisor. Your job performance is constantly being monitored and evaluated.
8. You need to report to your supervisor if your client is hospitalized. You can accompany your client to the hospital and stay until your hours are over or your time automatically ends when your client is admitted. When your client returns home you cannot go back to work without your supervisor's permission. Even if the client calls you and tells you they are home from the hospital, you cannot go back to work until your supervisor tells you to. Please keep in contact with your supervisor.
9. Take direction for your client's care from your supervisor. Your supervisor is the only person who can change or add to your hours. If your client's hours change please call your supervisor before making any changes in your hours. All scheduling must be completed through your supervisor. You may not schedule directly with the client.
10. You must notify your supervisor of any changes in your client's condition for example skin changes; client falls; changes in client's speech; changes to medications etc.
11. Report any unsafe conditions in your client's home immediately, call the supervisor on duty. For example no running water; no food in the refrigerator, no electricity, etc.
12. Report any injuries to you or your client. Immediately call the supervisor on duty.
13. You are not allowed to change bandages, cleanse wounds, call in prescriptions or pick up over the counter medicine such as aspirin, Advil, suppositories, cough medicine etc.
14. You can only be in your client's home when your client is there. The exception is client specific and must be approved in advance.
15. Affectionate relationships with your client or their family are not allowed. Violations of this policy may result in disciplinary action, up to and including termination of employment.
16. Carrying any type of weapon on the job is not allowed.
17. Having keys to your client's home is allowed **only when an agreement is signed by your client, your supervisor and you, otherwise having keys to your client's home is not allowed.**
18. You are not to eat the client's food. If you will be working during meal times, please bring your food with you.

19. Some clients are sensitive to certain smells, such as perfume, lotions etc. Please use caution when using these products.
20. You cannot bring family, children, or pets to work
21. You may not borrow anything from your client or their family. This includes money, food, appliances, clothing, etc. Borrowing from a client or their family is grounds for immediate termination of your employment.
22. You may not drive your client in your car
23. You may not drive your client's car
24. You cannot smoke in your client's home, even if the client does.
25. You may not move furniture, clean ceiling fans, wash walls or clean the outside of windows, clean up after animals, babysit children, paint, do any kind of yard work or clean up after family members.
26. Remember you are a caregiver, not merely a maid. Your job makes a difference in a client's life. When you have a problem we need to know so we can assist you in solving the problem. We care about you. Please report by way of your Client Care Supervisor any problems or concerns you have.
27. Always show respect for your client and their family.

CLIENT RIGHTS/RESPONSIBILITIES

Clients of the Instant Care Program have the following rights:

- To be treated with respect, dignity, and consideration;
- To not be treated unfairly because of your race, religion, gender, age, disability, or financial status;
- To have all personal information about you kept confidential, including but not limited to financial and social information;
- To have all medical and treatment information and records kept confidential;
- To receive care of the highest quality;
- To request a change in care providers;
- To have private conversation and communication with the Client Care Supervisor or other management and support staff of the Instant Care Program; and
- To be given information regarding the complaint process and to file a complaint without fear of reprisals or interference with service and to be provided information about the disposition of any complaint.

RESPONSIBILITIES

A client of the Instant Care Program has the following responsibilities:

- To treat Instant Care Program personnel with respect and consideration;
- To provide a safe home environment in which care can be provided and received;
- To participate in planning the care and in planning changes in the care provided by the attendant and to receive an explanation of any proposed services;
- To provide accurate and complete information about matters related to the client's health and any changes to the client's medical condition;
- To call the Client Care Supervisor if the client has any problems with an attendant or if there is a misunderstanding or confusion over the attendant's duties.
- To notify the Client Care Supervisor as soon as possible, if the client is not going to be home for their visit; and
- To notify the Client Care Supervisor as soon as possible of any change of address or phone number.

CONFIDENTIALITY OF CLIENT INFORMATION

All employees of Instant Care of Arizona are required to maintain the confidentiality of client information. Client information is restricted to staff involved with the client's care and to administrative staff as necessary to perform their jobs. The client's service record is maintained in a secure, locked file with limited access. Disclosing a client's confidential information may result in disciplinary action, up to and including termination of employment.

The Company will provide information to third parties only with the client's written consent, unless required to provide information pursuant to state or federal law or a valid court order. All requests for client information are reviewed by the Administrator or Supervisor to determine whether the party requesting the information should be allowed access to the information. Parties not directly involved with the client's services are not permitted access to the client information without written consent of the client and with the approval of the Administrator or Supervisor.

When client Home Service packets are left in the home setting, the client or caregiver is instructed regarding the protection of the confidentiality of the record.

CLIENT ABUSE, NEGLECT, AND EXPLOITATION REPORTING

Instant Care of Arizona reports all suspected cases of patient abuse, neglect and exploitation of clients in compliance with Arizona state law to protect clients whose health or welfare may be jeopardized by abuse and to ensure that all suspected cases of abuse are reported as required by Arizona law.

1. A staff member who has a reasonable basis to believe that abuse of a patient has occurred shall immediately inform the Supervisor of the suspected abuse.
2. The Supervisor must inform the Administrator of any report received and immediately initiate an investigation into the suspected abuse. If appropriate, the Administrator, the Supervisor, and all providers of services hold a conference to discuss the suspected abuse and determine a course of action. Results of the conference are to be documented in the client's service record. The Supervisor must document the investigation of the suspected abuse, including all observations, written reports, and correspondence.

The Supervisor must submit a verbal report of the suspected abuse to the appropriate authority in accordance with relevant Arizona statutes [i.e. Adult Protective Services (APS) or Child Protective Service (CPSO)]. If requested, the Supervisor should file a written report of all cases of suspected abuse to appropriate authority in accordance with relevant Arizona statutes, as requested.

3. The Administrator will advise the Supervisor and assist with the investigation of reporting the incident. It is the Administrator's responsibility to ensure that reports to State Agencies are made as appropriate and required by law.
4. Staff reporting or involved in any incident of suspected abuse must cooperate fully with the investigation of the incident and shall maintain the client's confidentiality and rights throughout the investigation.
5. Retaliation of any sort against an individual who reports suspected abuse is strictly prohibited and will result in disciplinary action, up to and including termination of employment.
6. All staff members are provided orientation and training regarding their obligations to report any incidents of abuse.
7. Instant Care of Arizona recognizes and supports its staff member's obligation to report client abuse to the proper authorities. It is however, Instant Care's policy that all incidents, whether reported or not, be communicated immediately to the Supervisor to ensure that reporting occurs as required by law and to facility the investigation of any suspected abuse.
8. An individual who is mandated to report suspected vulnerable adult client abuse and who intentionally fails to report such suspected abuse is guilty of misconduct and subject to discipline and/or termination.

DOCUMENTATION OF SERVICES

Employees are required to document all services provided during each home visit in compliance with the Electronic Visit Verification requirements using the AxisCare app. Documentation must be completed on the day service is rendered and submitted for filing each Monday. Failure to accurately complete time and service records in AxisCare may result in disciplinary action, up to and including termination of employment. Because an employees compensation is based on the hours worked and services provided as reported in AxisCare,

failure to accurately complete time and service records in AxisCare may result in delays in processing paychecks.

All service providers must document services using the AxisCare app:

1. Document on the day that services are provided in the AxisCare app, following instructions in the AxisCare Caregiver Guide.
2. Non-provision of services is documented using the NonProvision of Services form.
3. A valid client approval is required in AxisCare.
4. The Supervisor or designee must document on the appropriate forms:
 - i. Client assessments, reassessments and evaluations, as required.
 - ii. The Care Plan and all revisions to the Care Plan.
 - iii. The Home Safety Checklist.
 - iv. The client participated in the development of the Care Plan and any changes in the Care Plan.

Supervisory Visits:

1. In addition the Supervisor or designee:
 - a. Monitors visits made for compliance with services requested and visit schedules.
 - b. Determines that documentation submitted reflects actual days and times of services.
 - c. Reviews documentation for compliance with agency standard for charting.
 - d. Informs staff of documentation deficiencies, and
 - e. Implements corrective action, as necessary, based on identified charting deficiencies.

YOUR SUPERVISOR

Your Supervisor has accepted the responsibility of guiding you in the completion of your work and, as a result, needs to hear your questions, suggestions, and constructive ideas. Mutual understanding and open communication is important to doing the best job possible. Cooperative and positive attitudes lead to productive teamwork.

If you have any questions regarding any aspect of your assignment, or regarding any policy or practice of the Company, please consult your Supervisor for a complete explanation.

POOR PERFORMANCE

All employees are expected to make every effort to learn their job and to perform at a satisfactory level at all times. Failure to do so may result in your termination.

INSUBORDINATION

We all have duties to perform and everyone, including your Supervisor, must follow directions from someone. It is against our policy for you to refuse to follow the directions of your Supervisor or other management official.

CONFIDENTIALITY, NON-DISCLOSURE, NON-RECRUITING AND NON-SOLICITATION

As an employee of the Company you may learn confidential business information. During and after employment with the Company, confidential business information may not be shared with non-employees of the Company and may only be shared with Company employees on a need to know basis. Employees will be subject to appropriate disciplinary action, up to and including termination, for revealing information of a confidential nature. Examples of such confidential information include, but are not limited to, the following:

- ▶ Customer Lists and Account Information
- ▶ Pricing Information
- ▶ Vendor and Supplier Lists
- ▶ Pending Projects and Proposals
- ▶ Financial Information & Records
- ▶ Product Architecture
- ▶ Agreements with Clients
- ▶ Technological Data
- ▶ Business Plans and Projections
- ▶ Marketing Strategies
- ▶ New Products / Services

Please help protect confidential information which may include, for example, trade secrets, customer lists and Company financial information by taking the following precautionary measures:

1. Discuss work matters only with other Company employees who have a specific business reason to know or have access to such information.
2. Do not discuss work matters in public places.
3. Monitor and supervise visitors to the Company to ensure that they do not have access to confidential information.
4. Properly shred or destroy hard copies of documents containing confidential information that are not placed in files or archived.
5. Secure confidential information in desk drawers and cabinets at the end of every business day.

If you violate this policy, disciplinary action will be taken up to and including immediate discharge, as well as possible legal action.

CONFIDENTIALITY OF EMPLOYEE RECORDS

The Company will provide employee information to outside agencies only upon written authorization of the employee or as provided by law. Human Resources is the only authorized department for disclosure of information. Most banks, credit agencies, or other parties requiring employment information will provide you with an appropriate form. Authorization forms may also be obtained from Human Resources.

All requests for employment verification must be received by Human Resources in writing. The Company does not provide letters of recommendation.

Supervisors may not give out any information about an employee and must refer any phone calls seeking such information to the Human Resources or the General Manager. Managers and Human Resources may not discuss personal information about any employee with other employees or non-employees except as required to conduct Company business.

All confidential records and files maintained by the Company are the property of the Company and are confidential. They are not to be copied or disclosed to any party except when authorized by management.

DISCIPLINE

Discipline includes but is not limited to: verbal warning, written warning, suspension, demotion, transfer, termination or any other action.

The Company retains the right to terminate an employee's employment at any time with or without cause or advance notice. All employees are at-will.

TERMINATION OF EMPLOYMENT

Upon termination, it is your responsibility to see that all Company tools, property, keys, etc., are properly turned in prior to being issued your final paycheck.

RESIGNATION PROCEDURES

Should an employee decide to resign, all Company-owned property (keys, credit cards, technical manuals, special tools, etc.) must be returned at the time employment is terminated. Employees who resign their employment are requested, but not required, to give advance notice. Remember, your employment with this Company becomes a permanent part of your work history.

ATTENDANCE

Employees are expected to report for work each day on time. Absenteeism and tardiness are expensive, disruptive, and they place an unfair burden on the Company, including other

employees and supervisors and on our clients. Unsatisfactory attendance, including reporting late or quitting early will result in disciplinary action, including suspension and/or discharge.

The Company relies on you to report to work regularly and on time. If you are going to be late or absent, you must contact your Supervisor immediately. If you are unable to report for work, regardless of the reason, you are to personally report the nature of your absence to your Supervisor as far in advance as possible, but in no case later than two (2) hours before your scheduled starting time. If you have to leave early, you must obtain approval from your Supervisor. You are expected to call the Company each morning that you are absent.

It is within the discretion of the employee's supervisor to determine if an absence will be considered as excused or unexcused. Failure to give notification of an absence will automatically be considered as unexcused. If an employee is absent for two (2) days without notifying the Company, he or she will be subject to discharge. If notice is given and the Company does not think it justifies the absence, it will be considered unexcused.

The Company will take disciplinary action, up to and including termination, where attendance or tardiness is unacceptable. Unauthorized absence or excessive tardiness or failure to contact your Supervisor during an absence in excess of two (2) working days is grounds for discipline, up to and including termination.

PROOF OF ABSENCE

If your absence is due to illness or injury, you may be required to provide a doctor's report supporting the necessity of your absence, as well as your ability to return to work, within 15 days of the absence or tardiness. It may also be required that you be examined by a physician appointed by the Company, at Company expense. If your absence is the result of personal emergency other than illness or injury, documentation showing proof that your absence was necessary also may be required.

COMPANY PROPERTY

Each employee should respect the property of other employees as well as that of the Company. To willfully damage, destroy, or alter in any way machinery, equipment, materials, or other Company property or to remove any Company property without prior authorization is strictly prohibited. Should you inadvertently damage Company property, please report the incident to your supervisor.

All employees are expected to exercise care in the use of Company property and to use such property only for authorized purposes. Negligence in the care and use of Company property may result in suspension and/or termination. Unauthorized removal of Company property from the premises or its conversion to personal use may also result in suspension and/or termination.

Company property issued to you must be returned at the time your employment terminates or when management requests its return. The value of any property issued and not returned may be deducted from an employee's paycheck. Additionally, any damage or loss to company property due to the employee's negligence may be deducted from the employee's

paycheck. The Company assumes no responsibility for loss or damage to the personal property of an employee.

CONSTRUCTIVE DISCHARGE; PROCEDURE BEFORE RESIGNING DUE TO UNPLEASANT WORKING CONDITIONS

You are encouraged to communicate to the Company whenever you believe working conditions may become intolerable to you and may cause you to resign. Under Section 23-1502, Arizona Revised Statutes, an employee may be required to notify an appropriate representative of the employer in writing that a working condition exists that the employee believes is intolerable, that will compel the employee to resign or that constitutes a constructive discharge if the employee wants to preserve the right to bring a claim against the employer alleging that the working condition forced the employee to resign.

Under the law, an employee may be required to wait for fifteen calendar days after providing written notice before the employee may resign if the employee desires to preserve the right to bring a constructive discharge claim against the employer. An employee may be entitled to paid or unpaid leave of absence of up to fifteen calendar days while waiting for the employer to respond to the employee's written communication about the employee's working condition.

If you believe that you are being forced to resign due to unpleasant working conditions or unfair treatment, you should submit a written letter or memo to Human Resources to notify the Company of the problem. If you believe that you cannot continue to work while waiting for the Company to respond, you may be entitled to a leave of up to 15 days. The Company's policy is that such a leave will be unpaid.

COMPLAINT AND OPEN-DOOR POLICY

From time to time problems or difficulties may surface at work. The Company has a practice of dealing with such problems before major disruptions occur. If you have a problem, management wants to know about it. Every employee with a complaint should bring it to the immediate attention of his or her supervisor. If you feel the problem has not been resolved, you are encouraged to bring your complaint or grievance to the General Manager.

Please promptly report any complaint to Human Resources or the General Manager within fifteen (15) days. However, remember that Management's door is always open to you whenever you wish to discuss any matters pertaining to your work or your relationship to the Company. Please report to the Management any violations of law you observed within the organization or on the property.

This Company has found that an "open door" policy helps make a peaceful and enjoyable workplace. We encourage you to take part in this process. This policy applies not only to complaints but to ideas that may help the Company or the employees.

WORKPLACE VIOLENCE POLICY

This policy covers all employees of the Company, including independent contractors or their employees hired or used by the Company. The Company has a strong commitment to its

employees to provide a safe, healthy, and secure work environment. The Company also expects its employees to maintain a high level of productivity and efficiency. The presence of weapons and the occurrence of violence or intimidating or threatening behavior in the workplace during working hours or otherwise are inconsistent with these objectives. While the Company has no intention of intruding into the private life of its present or potential employees, it expects all employees to report on the worksite without possessing weapons and to perform their job without violence or threats or intimidation towards any other individual. The Company expects all of its employees to work in a manner so that they can perform their duties in a safe and productive manner. Therefore, the Company has adopted and maintains this policy on workplace violence.

Employees are expected to refrain from conduct that may be dangerous to others. Conduct that threatens, intimidates, or coerces another employee, customer, or vendor will not be tolerated. The Company's resources may not be used to threaten, stalk or harass anyone at the workplace or outside the workplace. Indirect or direct threats of violence, bullying, incidents of actual violence, and suspicious individuals or activities should be reported as soon as possible to your supervisor or any member of management. Employees should never make a threat, even if they are "just kidding." All threats will be considered serious and may result in employee's discharge. Employees should not place themselves in peril, and should not attempt to intercede during an incident. Contact the appropriate management or authorities as applicable.

Employees should inform human resources and supervisors of any protective or restraining order or injunction against harassment that they have obtained that identifies the workplace as a protected area. Copies of any court orders should be provided to human resources or the supervisor.

All applicants considered for employment with the Company will be required to sign an acknowledgment that they have received this policy and understand its contents and intent. Likewise, all current employees will be required to sign an acknowledgment that they have received this Policy and understand its contents and intent. Any applicant or employee who refuses to sign said acknowledgment will be subject to discipline, up to and including termination.

The Company has the right to search any areas on Company premises for weapons including, but not limited to, lockers, furniture, containers, drawers, equipment or other facilities, lunch boxes, brief cases, personal bags, personal tool boxes or tool kits, parking lots, Company vehicles, and personal vehicles parked on Company premises.

If an employee is injured while participating in a fight or after instigating a fight, entitlement to Workers' Compensation benefits may be denied.

An employee who has been subjected to intimidating behavior or acts of violence, or who witnesses an act or threat of violence or intimidation towards anyone else is to take the following steps:

1. If an emergency exists and the situation is one of immediate danger, the employee should call 9-1-1 and take whatever emergency steps are available and

appropriate to protect himself or herself and others from immediate harm, such as leaving the area.

2. If the situation is not one of immediate danger, the employee should report the incident to your manager and/or Human Resources as soon as possible.

Appropriate corrective action, up to and including termination of employment, will be taken against anyone found to have violated this policy. In addition to disciplinary action, individuals may be subject to arrest, criminal prosecution and/or civil litigation as a result of violation of this policy. Retaliation against any employee who reports workplace violence is prohibited.

Inspection of Company Facilities

In order to safeguard the workplace and the employees, and to assure efficiency and maximize productivity, the Company reserves the right, in its sole discretion and without notice to employees, to inspect, monitor or otherwise enter or search any office, desk, file, locker, closet or any other enclosed or open area in Company facilities and Company job sites (where permitted to do so) and to monitor or inspect any items found within such locations.

Prohibited Activities of Employees

The Company specifically prohibits the following and will routinely discipline an employee, up to and including termination, for any of the following:

1. Engaging in behavior that is intimidating or threatening, either explicitly or implicitly.
2. Use, possession or sale of any weapon.
3. Storing any weapon in a locker, desk, vehicles, lunch box, tool kit, bag, purse, or other repository on the worksite or other Company premises.
4. Illegal possession, use, or sale of a weapon off Company property that adversely affects the employee's own or other's safety at work, or indicates a propensity to adversely affect the employee or coworkers.
5. Refusing to submit to an inspection for the presence of a weapon.
6. Conviction under any criminal statute for the illegal possession of a weapon or for committing a violent act against the person or property of another.
7. Refusing to participate in an investigation pertaining to allegations or suspicions that violence has or is likely to occur or an investigation pertaining to the carrying of a weapon by the employee or a co-employee or that threatening or intimidating behavior has occurred.
8. An employee's consent to submit to a search is required as a condition of employment and the employee's refusal to consent may result in disciplinary action, up to and including termination.

ANTI-BULLYING POLICY

General Policy

The Company prohibits conduct that is intimidating, hostile, or physically or verbally abusive, commonly called bullying. This policy reaffirms the Company's commitment to provide a work environment which reflects the highest level of ethical, respectful, and lawful conduct. This policy applies to all Company employees, clients, vendors, guests, applicants, and independent contractors. This policy applies at all Company locations, Company-sponsored, client-sponsored, and guest-sponsored social or other events; as well as any activity at which you represent the Company or are participating as a Company employee.

The Company defines bullying as "repeated inappropriate or abusive behavior, either direct or indirect, whether verbal, physical, psychological or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment, which negatively affects the bullied parties ability to do their job or interact with Company personnel." Such behavior violates the Company's policies, practices, and procedures. Employees who engage in any bullying behavior are subject to discipline, up to and including termination.

Bullying may be intentional or unintentional. The intention of the alleged bully is irrelevant and will not be given consideration when determining discipline or termination. It is the effect of the behavior upon the individual that is important or the action of engaging in such behavior that will be evaluated.

The Company considers the following types of behaviors as examples of bullying:

1. **Verbal bullying:** Slandering, ridiculing or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks; sarcastic remarks.
2. **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage or deliberately interfering or tampering with someone's personal effects or work equipment including phone, computer, email, Internet, software.
3. **Gesture bullying:** Nonverbal threatening gestures or glances that convey threatening messages.
4. **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.

Complaint Procedure

In the event that you see or hear of any conduct that violates this policy, we urge you to immediately report it to your supervisor or contact the Human Resources Department, a member of the leadership team, or the Company Culture Officer. The Company will, to the extent possible, treat the matter with the degree of confidentiality that is appropriate under the circumstances.

Reports of violations of this policy will be investigated. Employees are expected to cooperate with any investigation.

If the Company determines that an employee violated this policy, appropriate corrective and/or disciplinary action against the person who violated this policy will be taken, up to and including termination of employment

No Retaliation

The Company will not tolerate retaliation against any employee who reports in good faith known or suspected violations of this policy or who participates in an investigation of a complaint. The Company wants and encourages its employees to report any violation of this policy.

**DRUG AND ALCOHOL-FREE WORKPLACE POLICY OF
INSTANT CARE OF ARIZONA, INC.**

The Company is committed to providing a safe working environment for all employees, promoting the highest standards of employee health and productivity, and protecting the Company's reputation in the community. Therefore, the Company has implemented a drug-use and alcohol-impairment testing program. The goal of this policy is to maximize safety and productivity in the workplace, while preserving the privacy and dignity of employees. Under the conditions of this policy, all employees will be treated equally regardless of race, national origin, gender, creed, age, disability, position or seniority.

I. DEFINITIONS

The following definitions apply for purposes of this policy:

1. "Drugs" means any substance considered unlawful under the Controlled Substances Act, 21 U.S.C. § 812, or the metabolite of the substance. "Drugs" specifically include, but are not limited to, amphetamines, barbiturates, benzodiazepines, cannabinoids (marijuana), cocaine, methaqualone, methadone, opiates, phencyclidine, and propoxyphene.
 - (a) Drugs as used in this policy include synthetic drugs, as defined below.
 - (b) Prohibited drugs under this policy expressly includes marijuana, even if used legally pursuant to applicable state law. The Company does not recognize marijuana as a legal drug for purposes of this policy.
2. "Alcohol" means ethanol, isopropanol or methanol, which are contained in products such as beer, wine, and distilled spirits or liquor.
3. "Synthetic drugs" mean any substance that is not lawfully prescribed to the employee that is designed or intended to mimic or create the effect of any drug made unlawful under the Controlled Substances Act, 21 U.S.C. § 812, including but not limited to Spice, K2, or an other substances containing JWH-018, JWH-073, JWHY-200, CP-47,497, or cannabicyclohexanol.

II. PERSONS SUBJECT TO TESTING

This policy must be applied equally and uniformly to all compensated employees and prospective employees of the Company including all compensated officers, directors, and supervisors. All current or prospective employees, officers, directors or supervisors shall be subject to testing pursuant to the terms of this policy.

III. CIRCUMSTANCES UNDER WHICH TESTING MAY BE REQUIRED

A. PRE-EMPLOYMENT SCREENING

Applicants may be requested to undergo a drug-use test as part of the pre-employment process. They will be given a copy of this policy and be required to read and sign the acknowledgment and consent form prior to testing.

B. ACCIDENT TESTING

An employee may be required to submit to a drug-use test or alcohol-impairment test when the Company reasonably believes that the employee, while on the job site or during working hours:

1. Was involved in or contributed to an accident that did or could have resulted in an injury to the employee or another person.
2. Was involved in or contributed to an accident that did or could have caused equipment or material damage or loss.

Determinations regarding whether an employee's conduct falls within the above-described situations shall be made at the sole discretion of the Company.

C. SUSPECTED OF BEING UNDER THE INFLUENCE OR IMPAIRED

Testing will be conducted when the Company has reasonable suspicion that an employee may be affected by the use of drugs or alcohol and that the use may adversely affect the job performance or the work environment. Some examples of when reasonable suspicion may exist include, but are not limited to, the following: if an employee is unable to perform normal job duties or normal body functions, has unexplained or excessive absences or tardiness, or otherwise appears to have used drugs or alcohol in a manner that may affect the employee's work. If the Company suspects that an employee is under the influence of drugs or alcohol, a supervisor must transport the employee to the designated testing facility.

D. RANDOM TESTING

From time to time, the Company may require employees or groups of employees to undergo a drug-use test on a random basis.

E. CIRCUMSTANCES UNDER WHICH RETESTING MAY BE REQUIRED

If a drug-use test or alcohol-impairment test is considered unsuitable or inconclusive by the employer for any reason, the employee or applicant may be immediately retested. Examples of unsuitable or inconclusive test results include, but are not limited to, specimens that are considered diluted or specimens that have a low urine specific gravity. An employee or applicant may be instructed to refrain from drinking water or using diuretics (subject to medical concerns) for a specified time period prior to the retest.

Failure of an employee or applicant to follow the employer's instructions or to cooperate with the employer in providing a suitable specimen with a specific gravity equal to or greater than 1.005 may be treated by the employer as a refusal to be tested or a positive test result, and may subject an employee to disciplinary actions up to and including termination. If an applicant's retest is considered unsuitable or inconclusive, the Company may refuse to hire the person.

If an employee tampers with the sample or otherwise attempts to affect the testing process or result, the employee may be subject to disciplinary actions up to and including termination. If an applicant tampers with the sample or otherwise attempts to affect the testing process or result, the Company may refuse to hire the person.

IV. TESTING METHODS AND COLLECTION PROCEDURES

A. SCHEDULING OF TESTS

Drug-use testing will occur during, or immediately before or after, a regular work period.

B. COSTS OF TESTS

The Company will pay all actual costs for drug-use or alcohol-impairment testing required of current employees. Prospective employees are responsible to pay for the actual costs for drug-use testing at the start of their employment.

C. TESTING PROCEDURES

1. The method of testing for drug use may be urinalysis, saliva, hair, or blood. The method for testing for alcohol impairment may be by breath, saliva, blood or urinalysis. A blood test may be used if for any reason the employee cannot provide a sample; for example, if the employee is unconscious or is unable to provide a urinalysis.
2. All sample collection and testing for drug use must be performed according to the following conditions:
 - (a) The collection of samples must be performed under reasonable and sanitary conditions. The Company, in its discretion, will designate the Company that will collect samples and arrange for testing. The Company may change this designation in its discretion at any time.
 - (b) Sample testing must comply with scientifically accepted analytical methods and procedures. Drug testing must be conducted at a laboratory approved or certified by the United States Department of Health and Human Services, the College of American Pathologists or the Department of Health Services.
 - (c) Sample collections must be documented and these documentation procedures must include the following:

- (i) Samples must be labeled in order to reasonably preclude the possibility of misidentification of the person tested in relation to the test result provided.
 - (ii) The person to be tested must have the opportunity to provide notification of any information that may be considered relevant to the test, including identification of currently or recently used prescription or nonprescription drugs or other relevant medical information to the laboratory and/or the Company's designated person.
 - (iii) The person being tested must present reliable individual identification to the person collecting samples.
- (d) Sample collection, storage, and transportation must be performed in a manner reasonably designed to preclude the possibility of sample contamination, adulteration or misidentification.
- 3. Drug-use testing must include confirmation of any positive drug test results for employees. Confirmation of positive drug test results for employees must be by use of a different chemical process than was used in the initial drug-use test. The second or confirmatory drug-use test must be a chromatographic technique, such as a gas chromatography-mass spectrometry, or another comparably reliable analytical method.
- 4. Testing may be required for the following substances: amphetamines, barbiturates, benzodiazepines, cannabinoids (marijuana), cocaine, methadone, methaqualone, opiates, phencyclidine, and propoxyphene. The Company reserves the right to add additional drugs to this list.
- 5. A drug-use test shall be considered positive when the screening levels established by the laboratory are exceeded. Information regarding the screening cutoff levels for various drugs will be made available upon request. An alcohol-impairment test shall be considered positive when an employee's test exceeds .04%.

V. DISCIPLINARY CONSEQUENCES

A. CONSEQUENCES OF REFUSAL TO PARTICIPATE IN TESTING

Refusal to participate in drug-use or alcohol-impairment testing shall be grounds for immediate termination of employment with the Company. In the case of an applicant, refusal to participate in drug-use testing shall be grounds for refusal to hire that person.

B. CONSEQUENCES OF A POSITIVE DRUG-USE TEST OR ALCOHOL-IMPAIRMENT TEST

On receipt of a positive drug-use or alcohol-impairment test that exceeds .04%, the Company may take disciplinary or rehabilitative actions including:

1. The employee may be required to enroll in an approved rehabilitation, treatment or counseling program, at the employee's own expense, which may include additional drug testing and alcohol impairment testing, as a condition of continued employment;
2. The employee may be subject to discipline, up to and including termination, in the discretion of the Company; and/or
3. In the case of a job applicant, the Company may refuse to hire the applicant.

An employee who has enrolled in an approved rehabilitation, treatment or counseling program and/or was subject to suspension or other adverse employment action based on having tested positive on a drug-use test or having exceeded .04% on an alcohol-impairment test, will be immediately terminated if such employee subsequently tests positive on a drug-use or alcohol-impairment test.

Furthermore, pursuant to A.R.S. § 23-1021(C), individuals may be denied workers' compensation claims in circumstances where the individual tests positive for drugs and alcohol and drug or alcohol impairment was a substantial contributing cause of the accident.

VI. CONFIDENTIALITY OF RESULTS AND ACCESS TO RECORDS

A. COMPANY RECEIPT OF TEST RESULTS

The Company will provide results to only those individuals designated by the Company. These individuals will notify only the employee and supervisor of the test results.

B. CONFIDENTIALITY OF TEST RESULTS

1. The Company will not release any information regarding the test results without the written consent of the individual tested, except as required or permitted by law.
2. All communications received by the Company relevant to drug-use and alcohol use test results and received through this testing program are confidential communications and may not be used or received in evidence, obtained in discovery or disclosed in any public or private proceeding, except in a proceeding related to an action taken by the Company or an employee in connection with this policy and except disclosure to:

- (a) The tested employee or any other person designated in writing by that employee.
- (b) Individuals designated by the Company to receive and evaluate test results or hear the explanation of the employee.
- (c) An arbitrator or mediator, or a court or governmental agency as authorized by state or federal law.

C. ACCESS/EXPLANATION BY TESTED EMPLOYEE

- 1. The tested employee has the right, upon request, to obtain the written test results of tests conducted on that employee.
- 2. Employees have the right, upon request, to explain the test result to the Company in a confidential setting.

VII. GENERAL PROVISIONS

A. COMPLIANCE WITH ARIZONA MEDICAL MARIJUANA ACT

The Company will comply with the Arizona Medical Marijuana Act unless doing so would cause the Company to lose a federal licensing or monetary benefit or the Company is otherwise prohibited from complying by an applicable federal law. The Company will not discriminate against or make employment decisions relating to a medical marijuana cardholder, as defined in A.R.S. § 36-2801, based solely on their status as a cardholder. Unless otherwise required by federal law, the Company will not base decisions relating to medical marijuana cardholders solely upon a positive drug test for marijuana. Pursuant to the Medical Marijuana Act, however, employees are prohibited from using or possessing marijuana while on work time or Company premises or on Company business. Employees are strictly prohibited from being impaired while on work time, on Company premises or while on Company business. Employees are not permitted to use or operate vehicles or heavy machinery while impaired for any reason. An impairment is defined as any symptoms that a prospective employee or employee while working may be under the influence of drugs, including marijuana, or alcohol that may decrease or lessen the employee's performance of the duties or tasks of the employee's position. Signs of impairment include but are not limited to: red, bloodshot eyes; dilated pupils; poor concentration; impaired perception of time; loss of energy; impaired perception of distance; abnormal or erratic behavior; slow and deliberate responses; slow reflexes; incoherent speech; odor; and impaired balance or coordination.

B. COMPLIANCE WITH STATUTE

This policy is intended to comply with the requirements of Arizona Revised Statutes §§ 23-493 through 23-493.11, 23-619.01, and 23-1021(C).

C. NO TESTS FOR OTHER SUBSTANCES OR CONDITIONS

Except as otherwise permitted by law, no sample taken for testing shall be tested for any substance or condition except drugs as defined herein.

D. DISTRIBUTION

This policy will be provided to all employees.

E. USE, POSSESSION OR SALE OF DRUGS OR ALCOHOL

1. The Company will not tolerate the use or possession of alcoholic beverages while an employee is in Company vehicles or on Company time.
2. The Company will not tolerate the use, possession, sale or transportation of illegal drugs on Company property, on Company time (even if not on Company property) or in Company vehicles.
3. The Company will not tolerate the possession of equipment or paraphernalia for the illegal use of drugs on Company property, in Company vehicles, or on Company time.
4. The Company has the right to search the personal property of employees and employee work areas, including desks, lockers, tool boxes, etc. at any time.

F. LEGALLY PRESCRIBED AND OVER-THE-COUNTER MEDICATION

Use of prescription drugs, in their original container, prescribed by a licensed physician as medication for use by the person possessing the medication is allowed. However, the supply should not exceed the prescribed amount required for the duration of the normally appropriate work day or other work cycle. Furthermore, such medications should not impair the employee's ability to perform his or her duties in a manner satisfactory to the Company. Employees must be in possession of their own prescription medication only. No prescription drugs may be brought upon Company property or Company worksites by an employee other than by the employee for whom the drug is prescribed.

Any employee taking a legal drug or medication (over-the-counter or by prescription) which may adversely affect judgment, coordination or the ability to perform assigned job duties, must notify his/her supervisor before starting work that his or her judgment or coordination may be impaired. Verification of any and all medication may be required. Such verification may include the employee submitting a prescription copy and/or a physician's statement showing the medication required, dates of use, and the limitations or side effects associated with the medication. The supervisor, after review, will decide whether to allow the employee to remain at work or to make other suitable arrangements as allowed by law. Supervisors will observe employees and be alert to indications that the medication is having adverse effects or causing impairment.

All individuals will be provided the opportunity to list all medically prescribed drugs at the time that the individual is providing a specimen for testing. Individuals must report any legally prescribed drugs they are taking prior to providing a sample for testing. The company will recognize only those prescribed medications that are legal in the United States.

Although the State has decriminalized the use of marijuana by adults, the law does not allow employees to use recreational marijuana while at work or to be impaired at work. The Company does not recognize marijuana as a legal drug for purposes of this policy.

G. NO CONTRACT RIGHTS IN FAVOR OF EMPLOYEES

This policy is not meant to be a contract, and the Company may amend, change or discontinue this policy at any time. Employment at the Company is at-will and may be terminated by the employee or by the Company at any time, with or without cause.

EMPLOYMENT POLICIES

IMMIGRATION COMPLIANCE

The Company is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

E-VERIFY

E-Verify is an internet-based federal government system that allows businesses to confirm the eligibility of their employees to work in the United States. The Company will use E-Verify to confirm the employment authorization of all newly-hired employees.

The Company will not use E-Verify to pre-screen job applicants and will not limit or influence the choice of documents presented for use on the Form I-9.

The Company uses E-Verify's photo screening tool, when applicable, to match the photograph appearing on some permanent resident and employment authorization cards, a U.S. Passport, or a U.S. Passport Card with the official U.S. Citizenship and Immigration Services (USCIS) photograph.

PERSONAL BELONGINGS

The Company does not carry any insurance to cover employees' vehicles, and/or items of a personal nature that are carried in Company trucks or are on the Company property and/or job sites. The Company will not be responsible for any fire, theft, or any other catastrophe, relating to personal property.

VISITORS IN THE WORKPLACE

To provide for the safety and security of employees and clients at the Company's facilities, only authorized visitors are allowed in the workplace during working hours. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee and client welfare, and avoids potential distractions and disturbances. Employees are responsible for the conduct and safety of their visitors, when permitted.

If an unauthorized individual is observed on Company premises, employees should immediately notify their Supervisor or the General Manager.

SMOKING

The Smoke-Free Arizona Act, A.R.S. § 36.601.01, prohibits smoking in all places of employment. The Smoke-Free Arizona Act specifically prohibits smoking in all work buildings

and work vehicles and within 20 feet in any direction from any doors, windows, and/or ventilations systems of any buildings. The Company prohibits smoking in all areas except in those locations that have been specifically designated as smoking areas.

Smoking is defined as the act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette, e-cigarette or pipe of any kind, including vaping.

The smoke-free workplace policy applies to:

1. All areas of Company buildings.
2. All Company-sponsored off-site conferences and meetings.
3. All vehicles owned or leased by the Company.
4. All visitors (customers and vendors) to the Company premises.
5. All contractors and consultants and/or their employees working on the Company premises.
6. All employees, temporary employees, interns, or other employees.

Employees who violate the smoking policy will be subject to disciplinary action, up to and including termination of employment.

THEFT

Our society has laws against theft, and so do we. To protect you, your coworkers and the Company, we reserve the right to inspect all purses, briefcases, packages, tool boxes, lockers, and vehicles on the Company's property. If you wish to remove any Company property - including scrap - from the premises, you must obtain written permission in advance from your supervisor.

PAYROLL-RELATED INFORMATION

EMPLOYEE CLASSIFICATIONS

1. **Hourly** – Non-exempts employees who are compensated based on the number of hours actually worked subject to the minimum wage and overtime provisions of the Fair Labor Standards Act.
2. **Part-Time** - Employees whose regularly scheduled work week averages less than 35 hours, or whose average may exceed 35 hours for a period of less than 90 days.
3. **Full Time** - Employees who have been hired and regularly scheduled to work an average of at least 35 hours for a continuous period of at least 90 days.
4. **Salaried Exempt** – Salaried exempt employees normally work an amount of time equaling or exceeding 40 hours in a standard payroll workweek and receive the same salary regardless of the number of additional hours worked in the workweek. Salary employees are generally exempt from the federal overtime pay requirements. These employees are qualified executives, managers, supervisors, coordinators, and others. (A Salaried Exempt employee is also classified as a Full Time Employee.)
5. **Temporary** - A temporary employee works in a job for a specified amount of time, less than six months, and is not eligible for Company benefits.
6. **Variable Hour Employees** - At the time of hire, hourly employees are generally considered Variable Hour Employees as defined by the Patient Protection and Affordable Care Act. Because of the nature of the business, it is generally not possible to know how many hours an employee will be scheduled to work. Schedules for hourly employees may vary from 0 to 40 hours per week or more, depending on business necessity. It is common for an employee to be scheduled for less than 30 hours per week on a regular basis. Because at the time of hire it is not possible to determine if the employee will work more than 30 hours per week, most hourly employees will be considered Variable Hour Employees at the time of hire. If the Company hire an employee for a position that it knows will be more than 30 hours per week, the individual will be considered full-time for purposes of the Patient Protection and Affordable Care Act only. If an employee transfer into a position in which they regularly work more than 30 hours per week, the employee will be considered full-time for purposes of the Patient Protection and Affordable Care Act only. Pursuant to the PPACA, the Company will review the variable hour classification on an annual basis when applicable.

HOURS OF WORK AND TIME RECORDS

Working hours may vary. Supervisors will schedule the hours that employees are required to work as necessary. Federal laws require that an accurate record of hours worked by every employee must be kept. Hourly employees must clock in and out using their assigned employee numbers. Employees are required to sign a certification sheet prior to receiving paycheck acknowledging that the time recorded is a true and accurate representation of the time that the employee actually worked. Employees are not permitted to clock in/out for another

employee. Misuse of time cards may result in disciplinary action, up to and including termination of employment.

In compliance with the Electronic Visit Verification requirements, all Direct Care Workers are required to record their hours worked and services provided using AxisCare. DCWs must accurately clock-in and clock-out using AxisCare.

Anytime you have to leave work for personal reasons, you should punch out if a time clock is available or let your Supervisor know prior to leaving work. This provides us with a permanent record of your time should there be any questions regarding compensation for hours worked, an accident “on-the-job,” or workers’ compensation.

Salaried, exempt personnel are not required to punch a time card, fill out a time card, or sign a time sheet, but may be asked to do so. In addition, salaried, exempt employees will not receive overtime compensation.

Any personal time must be cleared with your Supervisor or foreman. The Company does not compensate employees who take personal time.

The Company’s office hours are Monday through Friday, excluding holidays, from 9:00 am to 5:00 p.m.

PAYDAYS

The Company’s work week is Wednesday through Tuesday. All employees are paid on a bi-weekly basis every other Friday for all work performed through the end of the previous payroll period. If a payday falls on a holiday when the office is closed, the Company will make a reasonable effort to have paychecks disbursed on the work day preceding the holiday. Each pay normally compensates employees for hours worked that were claimed at the end of the last pay-period.

REVIEWING PAYCHECKS AND REPORTING CONCERNS

Employees have an obligation and must review their paycheck to confirm all hours worked have been compensated, no improper deductions were made, and that the compensation paid is correct. If there are any questions or concerns about a paycheck, employees must notify Human Resources know about any concerns, questions, errors, immediately, but no later than seven (7) days after receiving their pay.

The Company will investigate and correct the pay as appropriate. Employees who have not received a response to their concern within five (5) business days should contact the Human Resource Manager.

The Company will not retaliate against anyone for reporting questions or concerns about their paychecks or hours worked. We encourage, indeed, we require, that employees communicate their concerns about payroll matters so that the Company may address such matters as quickly as possible and take early corrective action if it is discovered that anyone has not been paid correctly.

FINAL PAYMENT

Employees who resign their employment will receive a final paycheck on the next regular payday. If an employee is terminated by the Company a final paycheck will be made available within seven (7) days or the next regular payday, whichever is sooner and after receiving all timesheets for work completed. In either case, all money that the employee owes to the Company will be withheld from the final paycheck. Prior to receiving the final paycheck the employee needs to turn in any Company issued equipment or it will be deducted from the final paycheck.

PERSONAL INFORMATION

Anytime you change your home address or telephone number, please notify Human Resources immediately. Also, if there is any change that would affect your payroll deductions, such as a change of name, number of dependents, etc., let your Supervisor know immediately. Please verify the accuracy of your social security number with every paycheck.

MINIMUM WAGE REPORTING POLICY

Our Company's success depends upon each employee. It is truly a team effort by all of us to do the work necessary to exceed our clients' expectations for the benefit of our Company and all employees.

Our Company philosophy is to make sure that all employees are compensated fairly, based upon their job duties and performance.

Because we treat all minimum wage issues very seriously, the Company requires that if you believe that you have not received the minimum wage, you must submit a written communication or email within one week to the Director of Human Resources.

If you have any information that another employee may not have received the minimum wage, you are required to submit that information in writing or by email within one week to the Director of Human Resources.

If any employee has not received the minimum wage, the Company will take prompt corrective action. We will not retaliate against anyone for reporting minimum wage questions or concerns. We encourage, indeed, we require, that employees communicate their concerns about minimum wage matters so that the Company may address such matters as quickly as possible and take early corrective action if it is discovered that anyone has not been paid correctly.

PAYROLL DEDUCTIONS

Various payroll deductions are made each payday in order to fulfill federal and state government requirements. Deductions will be made for the following reasons:

1. Federal Income Tax (withholding tax);
2. State Income Tax;

3. Federal Insurance Contribution Act (social security);
4. Employees' Share of Group Insurance Premiums;
5. Any Court-ordered Deductions or Garnishments; and
6. Any Voluntary Deductions.

Your deductions will be itemized on your paycheck stub. You should review your paycheck stub carefully each payday. If at any time you have any questions about the amounts shown on your paycheck or how they are calculated, you should contact Human Resources. Employees are responsible to review their paychecks for accuracy and contact Human Resources no later than seven (7) days after receiving a paycheck.

Tax withholding is based on the number of dependents you claim on the W-4 form which you complete. Each employee is responsible for the accuracy of that form and for updating the information when necessary.

WAGE ATTACHMENTS

Employees are encouraged to settle their financial affairs in such a manner that garnishments, tax levies, and wage assignments are avoided. Excessive garnishments, tax levies, and wage assignments may result in discipline, up to and including termination.

The Company will not assist any creditor, private party, or outside agency in the collection of any employee personal debt or other financial obligation, except that under certain legal procedures known as garnishments, tax levies, and wage assignments, the Company is required to take action. If your wages are attached, the Company is required by law to withhold from your earnings and pay a specified amount each pay period, subject to certain limitations, until the terms of the attachment are satisfied.

The priorities of garnishments and the maximum amount that may be garnished will be determined by state law. Additionally, the Company may deduct an administrative fee from the nonexempt earnings of the employee as provided by state law.

SOCIAL SECURITY

Under the Federal Social Security Act, your yearly taxable earnings are reported to Social Security, and the Company is required to deduct a Social Security tax on your salary. This tax, along with an equal amount paid by the Company, is sent each payday to the federal government for credit to your account. When the worker becomes retired or disabled, the Act may provide a monthly income for workers and their families and provides for certain payments to survivors in case of death.

BACKGROUND AND REFERENCE CHECKS

To ensure that individuals who join the Company are well qualified and to ensure that the Company maintains a safe and productive work environment, it is our policy to conduct pre-employment background checks on all applicants who accept an offer of employment. Background checks may include verification of any information on the applicant's resume or

application form. The Company may also, in its sole discretion, complete a background check for current employees during employment in connection with decision regarding the employee's continued employment or advancement with the Company or in connection with Company investigations.

All offers of employment are conditioned on receipt of a background check report that is acceptable to the Company. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal privacy and antidiscrimination laws. Reports are kept as confidential to the extent possible.

If information obtained in a background check would lead the Company to deny employment, deny a promotion, or take other adverse employment action, a copy of the report will be provided to the applicant, and the applicant will have the opportunity to dispute the report's accuracy. Background checks may include a criminal record check, although a criminal conviction does not automatically bar an applicant from employment and will be considered in relation to the employee's job duties and responsibilities.

Additional checks such as a driving record or credit report may be made on applicants for particular job categories if appropriate and job related.

WORKERS' COMPENSATION POLICY

If an occupational injury or disease causes you to lose time from your job, you generally will be eligible for compensation under Worker's Compensation Act. This insurance will provide for medical and hospital expense and partial salary compensation. There is no cost to the employee for this insurance.

Every injury at work must be reported to your Supervisor immediately so that your protection under this coverage is assured. If an employee is injured while participating in a fight or after instigating a fight or while impaired with drug(s) or alcohol, entitlement to workers' compensation may be denied.

Workers' compensation insurance reimburses the employee for medical expenses that results from an injury incurred at the employee's regular place of work or on Company business away from the regular place of work. Any accident on the job, no matter how small, should be reported promptly to your supervisor. If an employee is injured while on the job, the employee must notify his or her supervisor and must obtain medical treatment as soon as possible.

In addition, there is a death benefit that is paid when death results from a work-related injury. The full cost of this program is provided for each employee by the Company.

The attending physician will submit a report of industrial injury to the Industrial Commission. Additionally, the Company is also required to submit a report to our insurance company. Please, carefully read the following information. It is important that all employees understand the way the system operates.

A. Reporting Workplace Injuries.

1. Seek medical treatment as soon as possible. You must seek treatment at the Company's designated facility, unless it is an emergency.
2. Notify your Supervisor of the accident and injury. The Supervisor will give you a note to be given to the doctor, if treatment is necessary.
3. When at the doctor's office, complete your portion of the "Worker's and Physician's Report of Injury," accurately and clearly, then sign it.
4. Furnish your physician with the same information you gave the Company regarding circumstances of your accident or injury.
5. Keep the Company informed of your current mailing address and street address at all times. If you use a post office box number, inform the insurance company of your street address as well.
6. We will log the industrial injury report in our office on your personnel records. Some injuries may be logged, even though a physician's attention may not be required. We will be following each employee's safety record very closely. Any employee will be required to take a drug test if he has an industrial injury. While we realize we are all in a hazardous occupation and accidents do happen, the majority of accidents are due to carelessness or are drug/alcohol related. Safety is of the utmost importance to us at the Company, and we expect each one of our employees to act accordingly.
7. You must cooperate with your physician's treatment plan, including keeping all doctors' appointments.
8. You must keep your immediate supervisor and the human resources department informed about all visits to the physician and the results of those visits. You are required to provide the Company with documentation of your visits to the physician within 24 hours after the visit.
9. All employees must cooperate with the Return to Work Guidelines below.
10. Do not treat this accident policy lightly. Violations can lead to discipline, up to and including termination.

B. Return to Work Guidelines.

To encourage the prompt and safe return of injured employees to some form of employment, the Company will make every effort to provide restricted duty work for employees on workers' compensation. The work provided will accommodate the employee's medical restrictions and physician's instructions, which may include work for less than forty (40) hours per week and/or a change in duties to less strenuous tasks. The Company will provide information on the restricted or light duty tasks to your physician to allow your physician to determine whether you are capable of completing the restricted or light duty tasks. Restricted or light duty work may be paid at a different wage than your regular assignment. The Company

realizes that not every injured employee will be a candidate for a restricted or light duty job, and each case will be individually analyzed.

1. You must report by phone or in person to the human resources department every Friday during business hours with a progress report of your condition.
2. You must inform the Company immediately when you are released to restricted or light duty work or when you are released to work with no restrictions. You must present the release to your supervisor or the human resources department.
3. If the Company has restricted or light duty work available that accommodates your medical restrictions and physician's instructions, you will receive notice in writing. The notice generally will include:
 - (a) A description of the work available;
 - (b) The wages to be paid;
 - (c) The date and time you must report to work;
 - (d) The number of hours you are to work per day and the number of days per week; and
 - (e) Which supervisor you are to report to.
4. After you are released by your physician to do restricted or light duty work, you must contact the Company every work day to determine if restricted or light duty work is available for you to do. You may be required to perform duties outside your normally assigned duties.

Please remember that even though you are on workers' compensation, you still must follow Company policies and practices, including attendance and tardiness. Failure to call or show up may result in disciplinary action, up to and including termination.
5. If you are on workers' compensation restricted duty, you may not perform any tasks that do not comply with your physician's instructions or restrictions. You must not place yourself or your co-workers at risk by performing tasks that you have not yet been released to perform.

If you refuse restricted or light duty work that accommodated your medical restrictions, including failing to call or come to work when restricted or light duty work is available, you may be denied salary compensation through workers' compensation insurance program.

COMMUNICATIONS

COMPUTERS AND COMMUNICATION SYSTEM

The Company's computers, the network, computer applications, and phone systems are Company property, and their purpose is to facilitate Company business. The Company's computer system may not be used for any business other than the Company.

A. PERSONAL USE OF COMPUTERS AND COMMUNICATIONS SYSTEMS.

Incidental and limited non-business use of the computer and communications system--for example, to create and store documents in a directory identified by an employee or to send or receive electronic mail messages of a personal nature--is acceptable. Employees, however, are expected to demonstrate responsibility and not abuse the privilege. Any personal use should not interfere with the conduct of business of the Company or distract an employee from his or her work duties.

Personal use of the Company's computers and communications systems is subject to the Company's right to search any and all of the Company's computer and communications systems.

The Company is not liable for loss, damage, destruction, alteration, receipt, transmission, disclosure, or misuse of any personal data or communications transmitted over or stored on the Company's systems. The Company accepts no responsibility or liability for the loss or non-delivery of any personal email or voicemail communications or any personal data stored on any Company systems. The Company strongly discourages employees from storing any personal data on any of the Company's computers or communications systems.

B. ACCESS TO COMPANY'S COMPUTERS AND COMMUNICATIONS SYSTEMS AND PASSWORD PROTECTION.

Only Company personnel are permitted general access to the Company's computer network and its application, including electronic communications. If you have a specific need for a third party to use any Company computer on our premises, special arrangements must be made with your Supervisor.

If you have a password, you should not divulge your password to others. If you are a remote user, you should take care to safeguard your remote user access card and not divulge the Company's modem telephone numbers, IP addresses or any other form of connection to the Company's network system. The use of a password does not confer any right of privacy to any employee. Employees must not expect that any information maintained on the Company's systems are private.

It is against Company policy for any employee to access e-mail or voicemail communications of others without a business purpose. Other than routine access for system maintenance and operational needs of the business, requests for access to, or disclosure of, the contents of such communications must be approved by your supervisor. The Company has the

right to require employees to reveal their passwords to management and may, at its discretion, override any password and gain access to relevant accounts.

C. SOCIAL MEDIA.

While the Company understands that some employees may maintain or create personal Web logs or “blogs,” or social networking profiles on sites such as Facebook, Twitter, Google or LinkedIn, employees are prohibited from doing so on the employee's working time or using the Company's equipment. In addition, personal blogs and statements made on social networking sites such as Twitter or Facebook contain the views of the individual, not the Company, but readers of the comments may not understand that difference. If you choose to identify yourself as a Company employee in any way on a blog or social networking or similar site, you must include a clear statement that the views expressed on the blog do not necessarily reflect the views of the Company and you are not speaking on behalf of the Company. Be respectful and professional to your fellow employees, supervisors, and managers. Do not make unlawful disparaging or defamatory remarks about the Company, our products or services, employees, vendors or competitors. In addition, you must not use the Company's logo or trademarks on any blog or post any copyrighted materials on any blog or social networking or similar site for business purposes.

When engaging in public discussions, you should participate with respect and honesty, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet does not forget and that it archives almost everything; therefore, even deleted postings can be searched. Be professional to your fellow employees. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as malicious, obscene, threatening, or intimidating, that defame customers, employees, suppliers, vendors, or competitors or that might constitute harassment or bullying. Examples of such conduct may 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, ethnicity, national origin, sex, gender, gender identity or expression, sexual orientation, religion, age, disability, or any other status protected by law or Company policy. Inappropriate postings that include discriminatory remarks, harassment, threats, or similar inappropriate or unlawful conduct will not be tolerated and may subject an employee to disciplinary action, up to and including termination of employment. In addition, you must not use the Company's logo or trademarks on any blog or social media site or similar site for business purposes or post any copyrighted materials on any blog or social networking or similar site.

Only those employees designated by senior management are authorized to communicate via social media tools on behalf of the Company. Content posted by employees on behalf of the Company remains the property of the Company. Authorized individuals using Company social media tools must identify themselves honestly, accurately, and completely and comply with all Company policies.

Employees may not use their Company e-mail address to register for any social media account or site, or as an identifier needed to participate in any social media activity, except to engage in social media activity authorized by the Company and for the Company's business purposes.

Social computing tools are not to be used for internal business communications; use Company email, telephone, etc. for official business.

From time to time the Company may use photos of employees for promotional or informational activities. Employees grant Company the irrevocable right to publish, use, reuse, republish, and/or reproduce videos or photographs or likenesses of employee and to publish employee's name for any reason whatsoever, including but not limited to, the internal or external promotional and informational activities of the Company, in any and all media including, without limitation, cable and broadcast television, print media, and the Internet or social media, and for exhibition, distribution, promotion, advertising, sale, press conferences, meetings, hearings, training videos, educational conferences and in brochures and other print media. This permission extends to all languages, media, formats and markets now known or hereafter devised. Employees also agree to allow their work and/or photograph to be published on the Company web site/Intranet Web pages or publications. Employees must also grant the Company the unlimited, absolute, and irrevocable right to copyright any photographs or videos taken of employees or where employees are included in a group and any publications, internal or external that use my photograph, likeness, or voice.

D. CONFIDENTIAL, PROPRIETARY, SENSITIVE AND/OR TRADE SECRET COMPANY INFORMATION.

You should take great care in sending any electronic communications to ensure that you do not improperly reveal confidential, proprietary, sensitive and/or trade secret Company information. This includes when you are posting to your own personal Web log or blog. Use caution in addressing messages to make sure that communications are not inadvertently made to unintended recipients. Should mistakes occur, as with any other similar situation, promptly act to address the problem, including immediately consulting with supervisors as appropriate.

E. GENERAL GUIDELINES FOR USE OF COMPUTERS AND COMMUNICATIONS SYSTEMS.

Please exercise caution in uploading and downloading information on the network to prevent virus infiltration. Employees should not open suspicious emails, pop-ups, or downloads. Contact IT with any questions or concerns to reduce the viruses or contain the spread of viruses immediately.

Electronic communications, including e-mail or instant messaging, allow Company personnel to communicate among themselves, with clients, and other third parties. Even more than with other modes of communication, such communication options, which permit users to send a message instantaneously to a large number of recipients or groups, can create significant problems if users fail to observe proper precautions and to use good judgment.

E-mail messages may result in a permanent record of your communication. In addition, voicemail can also be saved or forwarded. It is critical to keep the potential permanency of an e-mail or voicemail message in mind in considering its content and tone. In composing an e-mail, instant message, or voicemail message, do not let the opportunity for an instantaneous comment or response cloud your judgment in a situation in which you may later regret what you wrote or

said. Attempts at humor can be misinterpreted, and messages intended for one recipient may be forwarded to others who may not understand the context of the message.

F. PROHIBITED USES OF COMPUTERS AND COMMUNICATIONS SYSTEMS.

Under no circumstances should the Company's electronic communication or your own personal blog be used for sending, accessing, posting, receiving, or storing any material of an insensitive, discriminatory or harassing nature, or that is of a threatening, obscene or defamatory nature, for chain letters, or for any other purpose that is illegal, against the Company's policy or contrary to the Company's interests. The Company's electronic communication system should not be used to send, receive or post messages related to any business other than the Company or to transmit copies of documents in violation of copyright laws.

Employees may not use the system in a way that disrupts or prevents its use by others.

Employees may not use the Company's computer and communications systems to copy, retrieve, forward, or send copyrighted materials unless the employees has the author's permission or is accessing a single copy only for the employee's reference in compliance with applicable copyright laws.

Employees may not, unless required by their job duties, use the Company's internet or online services to access, download, or contribute to gross, indecent, or sexually oriented materials, sports sites, job-search sites, entertainment sites, gambling sites, game program or humor sites, illegal drug-oriented sites, or sites where confidential or trade secret information about the Company's industry is shared.

Any misuse of electronic communications should be reported promptly to your Supervisor.

G. COMPANY MONITORING OF COMPUTERS AND COMMUNICATIONS SYSTEMS.

The Company's computer network and telephone systems are provided to conduct the Company's business and for the benefit of our clients. The Company does not, as a matter of routine, review or monitor e-mail messages, telephone information or computer-generated documents, business or non-business. However, all such information, including e-mail, instant messages, postings, internet access, downloads or voice messages may be accessed to protect the Company's legitimate business interests in the Company's sole discretion.

The Company has the right to inspect, review, and monitor use of its computers, the network, electronic mail, telephone systems, and any other aspect of its electronic systems and may do so in the discretion of management for a variety of reasons. Those reasons can include, by way of example only, a Company need for information when an employee who generally has access is unavailable; a need to locate substantive information that is not more readily available by some other less intrusive means; legitimate customer request for information; auditor request; security or access reviews or audits; request for law enforcement purposes; potential or actual

litigation; concern that Company property is being used in an unauthorized manner; and other business needs.

In this regard, it is important to understand that incidental and occasional personal use of the Company's computer network, including e-mail and voicemail, to send, receive, and store information is permitted, but that such information is not treated differently from other information. Thus, if the Company searches or discloses information stored on its computer or telephone system, personal information may be included. Stated differently, employees should be aware that they cannot expect use of the Company's computer network or telephone system to be private. Use of the computer network constitutes employee consent to the Company's right to access and review any information stored on its computers or telephone systems for business-related purposes. For purposes of inspecting, investigating or searching an employee's computer and communications systems, the Company may override any applicable passwords or codes. **Personal passwords should not be considered a guarantee of privacy.**

Please also note that the Company may monitor usage patterns for all communications (voice and data), which include access, call length, and time of call, for purposes of cost analysis, business planning, or compliance with Company policy.

H. POSSIBLE DISCIPLINARY ACTION FOR VIOLATION OF POLICY.

As with all other policies in this Handbook, violation of these policies may result in discipline, up to and including termination. The Company further reserves the right to request an employee refrain from commenting on topics related to the Company (or, if necessary, suspend any personal blog altogether), if advisable to comply with any federal, state or local laws. Should you have any questions about these policies and how it may apply to your conduct, please contact your supervisor, Payroll or any Company Officer.

SOFTWARE CODE OF ETHICS

Unauthorized duplication of copyrighted computer software violates the law and is contrary to the Company's standards of conduct. The Company disapproves of such copying and recognize the following principles as a basis for preventing its occurrences:

1. The Company will neither engage in nor tolerate the making or using of unauthorized software copies under any circumstances.
2. The Company will provide legally acquired software to meet the legitimate software needs in a timely fashion and in sufficient quantities for all of the Company's computers.
3. The Company will comply with all license or purchase terms regulating the use of any software the Company acquires or uses.
4. The Company will enforce strong internal controls to prevent the making or using of unauthorized software copies, including effective measures to verify compliance with these standards and appropriate disciplinary measures for violation of these standards.

MONITORING

From time to time the Company may tape, record, videotape, or otherwise monitor conversations or other communications between employees and/or between employees and non-employees for legitimate business purposes, such as customer service training, to protect the integrity of certain business transactions (for example, sale orders taken over the telephone). Generally, employees will be notified that such taping or recording may occur, in accordance with applicable laws and sound employee relations principles. Under certain circumstances, however, notice may not be given, such as where the Company is conducting an investigation into allegedly unlawful or unethical activities, in conjunction with regulatory or other enforcement authorities.

SOLICITATION AND DISTRIBUTION

Because distraction on the job leads to unsafe working conditions, poor work performance, and inefficiency, we have established the following rules:

1. During periods of your workday when you are engaged in or required to be performing your work tasks, you may not engage in solicitation of other employees or distribution of literature for any purpose.
2. During periods in another employee's workday when he/she is engaged in or required to be performing his/her work tasks, you may not solicit the other employee for any purpose.
3. Distribution of literature of any kind may not be made in the work areas of the premises at any time.
4. Persons not employed by the Company are not permitted to solicit or distribute literature of any kind on Company premises at any time
5. Employees may only admit nonemployees to work areas with management approval or as part of a company-sponsored program. These visits should not disrupt workflow or expose anyone to an unsafe situation. An employee must accompany the nonemployee at all times. Former employees are not permitted onto company property except for official company business..

POSTERS AND BULLETIN BOARDS

Official items posted on the premises of the Company are not to be tampered with in any way. Approval of management must be granted before any personal, political, commercial, or promotional notice or material is posted on the premises or on Company-owned vehicles.

PERSONAL MAIL

Personal mail for employees directed to the Company can cause problems. We ask everyone to have their personal mail directed to their homes. All mail with our business address is considered to be the property of the Company and may be opened.

PERSONAL TELEPHONE CALLS

Company telephones are intended for business use only. Employees are asked to not make or receive personal telephone calls or messages on our Company telephones except in an emergency. Your cooperation in keeping our lines open for business use will be appreciated. Personal cell phone use is restricted to breaks and meal times only with the exception of an emergency or Company business.

ACCIDENTS, EQUIPMENT, AND TRANSPORTATION

OPERATION OF VEHICLES

Only authorized employees may operate Company-owned vehicles. Unless prior approval has been granted by management, Company-owned vehicles are not to be used for personal business. Similarly, they are not to be operated by family members, friends, or other unauthorized persons. All Company vehicles must be kept clean at all times.

A Company vehicle may be provided to specified employees. Vehicles will be provided only in connection with and for use in the trade or business of the Company.

All personal use of Company vehicles is prohibited. If an employee has been issued a Company vehicle, then all personal use is prohibited except for commuting to and from the shop or job site, excluding management.

It is the responsibility of the employee if he or she has been assigned a Company vehicle to keep it locked and safely parked when he or she is not using it.

Any damage to a Company vehicle or loss of Company property from the vehicle may be deducted from the employee's paycheck if the damage or loss was due to the employee's negligence.

VEHICLE RULES

Remember that each Company vehicle is representative of the Company. Please make sure extra courtesy and proper safety is observed at all times. If you get into a car accident, report it immediately to the police and then to your supervisor. After an accident, the driver will be required to take a drug test within 24 hours.

1. The use of seat belts is mandatory for operators and passengers of company vehicles.
2. Employees must have a valid driver's license for the state in which they are operating a vehicle.
3. If an employee's driver's license has been revoked, the employee must notify Human Resources immediately. Employees are prohibited from operating a Company vehicle without a valid driver's license.
4. No rude or obscene gestures.
5. Only Company-approved employees with a valid driver's license may operate Company motor vehicles.
6. Only Company employees should be riding in the vehicles.
7. Obey all traffic laws.

8. Employees are responsible for any fines or penalties incurred for driving violations, including parking tickets.
9. Never leave the scene of an accident or engage in hit and run behaviors.
10. Do not use cell phones (unless they are equipped with hands-free operations) while operating a vehicle. Do not use personal listening devices or engage in any other activity that may impede you to focus on safely operating the vehicle while it is in motion. **Never text**, as texting is the highest cause of accidents and deaths in America.

DRIVING UNDER THE INFLUENCE OF ALCOHOL OR DRUGS (DUI)

If you are cited for driving while under the influence (DUI), or for any other serious moving violation while driving a Company or employee-owned vehicle, you must immediately report this to Human Resources. The Company will review your position requirements, your driving record and determine eligibility for continued employment.

VEHICLE SAFETY AND TRAFFIC LAWS

All safety and traffic laws are to be strictly observed. Seat belts must be worn. All fines or violations will be paid by the employee incurring them. All accidents must be reported to law enforcement officials and all necessary accident forms must be completed by the employee involved.

PERSONAL USE OF COMPANY VEHICLES

Certain authorized employees may use Company vehicles to travel to and from work. These Company vehicles are only to be used by the employee for Company business and are not for personal use. Any employee found to be using their vehicle for personal use may be subject to discipline, up to and including termination.

ACCIDENTS

Should any accident occur involving damage to a Company vehicle, or damage to Company property, etc., it must be reported immediately to your supervisor. If you are away from the Company facility and an accident occurs, call your supervisor, and report it immediately. Call collect if necessary. At the Company's discretion, any accident resulting from employee negligence will result in the employee paying the lesser of the following amounts:

1. Company's insurance deductible; or
2. Company's cost to repair the damage.

INJURIES ON THE JOB

Regardless of the nature or severity of the injury, all injuries must be reported immediately to either your supervisor, shift leader, or management. Any employee who fails to report an injury during the shift that the injury occurred will be subject to disciplinary action.

HEALTH AND SAFETY

SAFETY POLICIES AND PROCEDURES

All employees are required to comply with the Company's safety policies and procedures and should be familiar with the Company's written safety materials. Any violations of safety policies, practices or procedures can lead to discipline, up to and including termination.

SAFETY

Safety is everybody's responsibility. Please do your part in maintaining a safe work place by adopting safe work practices and by reporting unsafe conditions to your supervisor, Human Resources or the General Manager.

Any accident or injury on the job must be reported to your supervisor, Human Resources or the General Manager immediately in order that the proper medical attention is received and forms may be filled out and processed.

The Company regularly communicates with employees in different ways about workplace safety and health issues. These communications may include but are not limited to, supervisor-employee meetings, bulletin board postings, memos, or other written communications.

Employees and supervisors receive workplace safety training. The training addresses possible safety and health hazards, as well as identifying safe work practices and procedures to eliminate or reduce hazards. Some of the best safety improvement ideas come from employees. If you have an idea, concern, or suggestion on how to improve safety in the workplace, tell your supervisor or another supervisor or the Company's General Manager. Please report any concerns about workplace safety anonymously and without fear of reprisal to the General Manager or your supervisor.

Our goal is to achieve and maintain safe and healthful working conditions. We expect and appreciate your cooperation in helping us to achieve this goal.

The Company intends to provide a safe work environment for employees. Accidents result in the unnecessary loss of health, time, productivity, equipment, and materials. In most cases, accidents can be prevented. Become aware of hazards that could lead to injury. Think about your safety and well-being at all times, and also think about your coworkers' safety and well-being. Safety is everyone's responsibility. Employees are required to become familiar with and understand the Company's safety manual and comply with the Company's policies, practices, and procedures. Employees are required to abide by Company and OSHA safety rules and procedures and are subject to discipline, up to and including termination, for violating safety rules. Employees are required to immediately report any unsafe condition or action to a Supervisor, Human Resources or the General Manager.

Employees are required to wear appropriate personal protective equipment, where appropriate.

No matter how safe your working area may be, carelessness or “horseplay” on your part can make you or your coworker a casualty. You should use common sense and know and follow all safety and fire regulations, which will protect you and your fellow employees from inconvenience or serious injury. Employees are responsible for following all safety rules and for using safety equipment furnished by the Company. Your suggestions for safety, as well as suggestions for the improvement of any other phase of our operation, are encouraged at all times.

HAZARDOUS AND TOXIC MATERIALS

If your assignment involves the use of hazardous or toxic materials, you must comply with all laws, rules and regulations concerning their safe handling and disposal as published by the Company and governmental agencies having jurisdiction over such matters. Consult your Supervisor or read the SDS sheets for further information regarding chemicals and/or exposure to such materials. Make sure that all containers that have chemicals in them are labeled.

If your job post does not have the Safety Data Sheets (SDS) for all of the chemicals you are required to work with, or if you do not understand your SDS's, you should notify the Company management immediately.

WORK AREA

A neat and orderly work area makes for a more pleasant, productive, and safe place to work. You are expected to keep your surroundings clean and presentable in courtesy to fellow employees and clients who may personally visit our offices.

HOUSEKEEPING

In business, good housekeeping is essential. By practicing good housekeeping we are all also contributing to our safety program. Good housekeeping is the constant responsibility of each employee for his or her own work area and each must also assist the Company to maintain the condition of the entire job site.

The general appearance of the Company results from a teamwork effort. Your participation is expected! It is your responsibility to keep your work area neat, clean, and organized. Doing so increases your ability to give quality performance in your work, and is important to general health and safety and to our image with the public. In addition to maintaining your work area, please clean up after meals and assist in maintaining cleanliness in restrooms and other public areas. Keep equipment in its proper place, place refuse in containers, and observe simple rules of tidiness.

DISEASE PREVENTION STANDARD (UNIVERSAL) PRECAUTIONS

All staff must exercise safety measures to control the spread of disease. All employees must comply with the following procedures.

1. Wash hands prior to giving care, as needed, including:
 - a. Prior and after provision of direct care to clients.
 - b. Before working in the kitchen.
 - c. After handling soiled or contaminated material.
 - d. After going to the toilet or blowing nose.
2. Dispose of sharp objects and contaminated materials using the following steps:
 - a. All needles, syringes, lancets and other sharp objects must be placed in a hard-plastic or metal container with a screw on lid or tightly secured lid.
 - b. Sharps containers must be puncture-resistant, leakproof, opaque and with a twist-on or securely fastened cap or lid. Plastic detergent or bleach containers can be used. Duct tape can be used to secure the lid.
 - c. The sharps container should be easily accessible to client; located as closely as possible to the area where sharps are used; replaced routinely, preferably when ¾ full; and stored out of the sight and reach of confused individuals, children and pets. On top of the refrigerator, in a closet or behind a closed, secure door are recommended locations for sharp containers.
 - d. No glass or clear glass containers will be used.
 - e. Needles and lancets are disposed of without recapping, bending, breaking, shearing, or otherwise manipulating them.
3. Dispose of body fluids such as feces, urine, blood sputum, semen, saliva, vaginal secretion and any irrigation returns from wound or indwelling tubes are disposed of by flushing the material down a toilet, when possible, or disposing in a securely fastened bag.
4. Avoid pouring these fluids down a sink unless absolutely necessary. If a sink is used, clean it out well afterward and disinfect by pouring a dilute bleach solution down the drain before food or other materials are used around the sink.
5. Body fluids from individuals with Hepatitis B virus (HBV), human Immunodeficiency virus (HIV) or acquired immune deficiency syndrome (AIDS) are discarded in the same manner, as they do not require special treatment or preparation prior to private or public sewage disposal.
6. The client's dishes and eating utensils are washed with family dishes, in hot, soapy water or in the family dishwasher on the hot cycle.
7. Instruct client and family/significant other to avoid sharing of personal articles, such as combs, brushes, razors, tweezers, dental floss, water picks, toothbrushes, and medical equipment, such as thermometers and enema kits, between an infected client and another family member.

8. Use gloves for activities involving blood or body fluids, such as helping to change dressings, conducting irrigations, or changing the diapers of clients infected with enteric pathogens, and when handling contaminated or potentially contaminated materials, such as sanitary pads, dressing products or soiled linens.
9. Dispose of soiled dressings, used gloves and disposable equipment or supplies in securely fastened leak-proof plastic bags prior to disposal in public trash. If the material to be disposed of is not leaky, one bag will suffice; if it is very wet and could possibly leak through the first bag, use a double bag. This procedure is appropriate for discarding client care items used for or by individuals with HBV, HIV, or AIDS, as no other regulation is required in Maricopa County.
10. Launder soiled linens and clothing, including those of individuals with HBV, HIV, or AIDS, in family washers using either the hot or cold cycles and detergent. Bleach can be added in a 1:10 solution for disinfecting. Linens and clothes can be dried either outdoors or in the family dryer on the regular cycle.
11. Wipe up blood and other body fluid spills with paper or cloth towels, then disinfected with a prepared household solution such as 1:10 bleach and water solution or other approved disinfectant solution.
12. Carry items necessary for safe care such as gloves and personal safety equipment.
13. Do not make client visit when ill, but notify Agency of communicable diseases. Additionally:
14. Cover nose and mouth when coughing or sneezing and wash hands.
15. Cover open sores or cuts on fingers or hands with clean bandages and gloves when giving direct care.
16. Report any breaks in skin integrity to your supervisor.
17. Report any client infection to your direct supervisor.
18. Receive proper immunizations and screenings and keep current.
19. Inform client/family of and assist with maintenance of environmental and equipment infection control procedures which include:
20. Maintaining a clean work environment, for example, by maintaining clean counters, tables and shelves where food is stored.
21. Covering food by closing cartons and replacing covers.
22. Refrigerating food promptly, as appropriate.
23. Rinsing cans or bottles before disposal in garbage.
24. Rinsing garbage cans, dirty pails and trashcans with hot soapy water.
25. Disposing of garbage properly by:
26. Draining off liquid before putting garbage in paper or plastic lined pails

27. Wrapping garbage in paper and placing outside in large covered cans or down apartment incinerator chute each day
28. Putting hard or stringy food in plastic bags rather than in garbage disposal.
29. Cleaning all areas of bathroom, especially around toilet base with appropriate disinfectant.
30. Keeping clean and dirty items separate.
31. Using sterile items that are not outdated.
32. Keeping the client environment clean, neat and orderly.
33. Regularly cleaning client supplies, such as commodes, bedpans, urinals, suction machines and measuring containers.
34. Wiping up any and all blood spills and disinfecting area with 1:0 bleach solution.
35. An Instant Care Supervisor will monitor infection control and maintenance of environment when conducting client home visits. The Supervisor will also implement corrective action for noncompliance with infection control and maintenance of environment, as necessary.
36. The Supervisor must inform the Administrator when assistance is needed with corrective action for noncompliance with infection control and maintenance of environment. The Administrator is responsible for ensuring that corrective action is implemented, as necessary, based on problems with infection control and maintenance of environment.

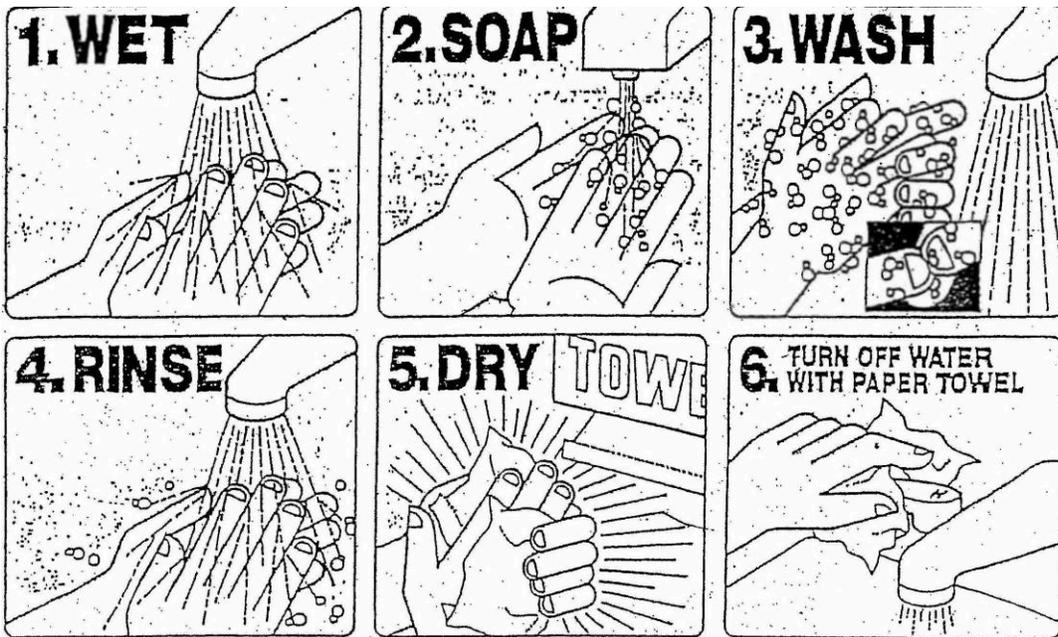
WASHING YOUR HANDS

Good hygiene is essential to good care. Good hand hygiene helps to prevent the transfer of bacteria and infections. An alcohol-based handrub is the best method for killing bacteria. Attendants should wash their hands with anti-microbial soap and/or use an alcohol-based hand cleaner at minimum at the following times:

1. Before and after preparing meals.
2. Before eating.
3. After using the toilet or assisting someone to use the toilet.
4. After handling items soiled with body fluids.
5. After vomiting or coughing or sneezing (or being coughed or sneezed on).
6. Before and after giving personal care.
7. After touching an animal.
8. Any time your hands are visibly dirty.

Proper Handwashing Steps Include:

1. Wet the hands thoroughly with warm, running water.
2. Apply small amount of liquid soap and lather well.
3. Wash fronts, backs, and in between the fingers using gentle pressure (friction) while rubbing the hands together.
4. Scrub under your nails.
5. Rinse all soap and soil from the hands with warm, running water.
6. Dry the hands completely with a single use, disposable paper towel or commercial hand drying blow dryer.
7. Turn off water with a paper towel to prevent recontamination of the hands by germs/soil on the faucet handles.
8. Discard paper towels, immediately, into appropriate trash container. Do not reuse paper towels for any other purpose.
9. Protect your hands from touching dirty surfaces as you leave the washroom.



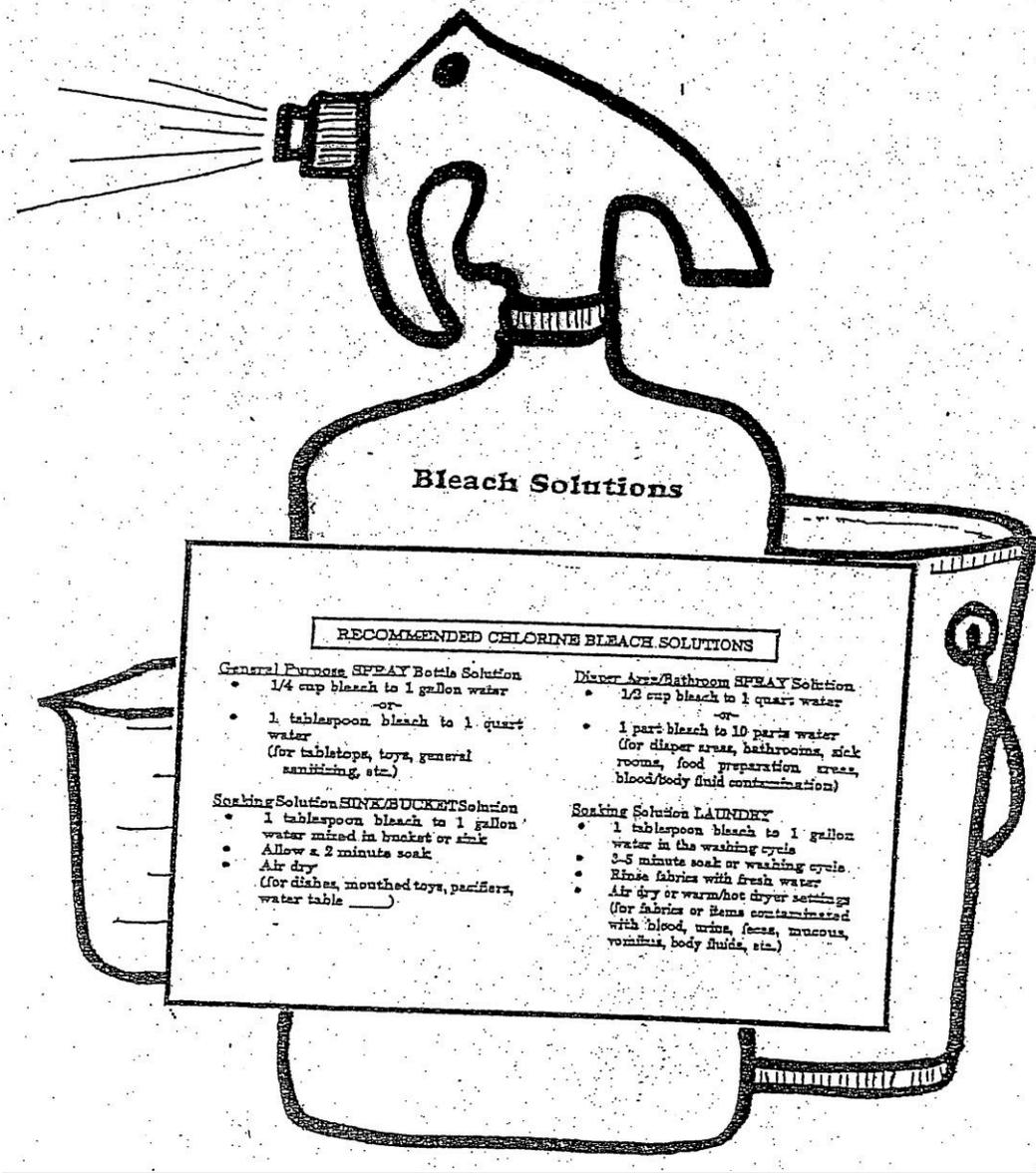
UNIVERSAL BLOOD AND BODY FLUID PRECAUTIONS

Blood and other bodily fluids can contain diseases that can be passed on to another person through direct contact. Hepatitis B & C and HIV are diseases that can be transferred from one person to another through contact with infected blood and/or body fluids. Care providers should take precautions by treating all blood and body fluid as though it may be infected.

1. All health care workers should use appropriate barrier precautions to prevent skin and mucous membrane exposure when contact with blood or body fluids of any clients is anticipated.
2. Gloves should be worn for touching blood and body fluids, mucous membranes, or non-intact skin of all clients, and for handling items or surfaces soiled with blood or body fluids. Gloves should be changed after contact with the client.
3. Hands and other skin surfaces should be washed immediately and thoroughly if contaminated with blood or body fluids. Hands should be washed immediately after removing gloves. Use soap and running warm water to wash hands.
4. Although saliva has not been implicated in HIV transmission, mouthpieces or other ventilation devices should be available for use in areas in which the need for resuscitation is predictable.
5. Health care workers who have exudative lesions or weeping dermatitis should refrain from all direct client care until the condition resolves.
6. Pregnant health workers are not known to be at greater risk of contacting HIV infection than non-pregnant workers; however, if a pregnant worker develops HIV infection, the infant is at risk from perinatal transmissions. Pregnant health care workers should strictly adhere to precautions.

To clean surfaces that have blood and body fluid on them, observe the following guidelines:

1. WEAR DISPOSABLE GLOVES.
2. Wash the area with soap and water, and dry the area.
3. Disinfect the surface with a solution of one part bleach to ten parts water, or you can use a hospital-strength disinfectant (i.e., Lysol, Cavicide, or NABC). Allow the area to remain wet for at least 3 minutes, before drying (consult the container label for differences in recommendations due to product strength).
4. Use disposable cleaning materials if possible (paper towels instead of cloth).
5. Dispose of cleaning materials and gloves in a sealed plastic bag.
6. Wash hands with soap and running water (disinfectant waterless hand cleaners or towelettes may be used if no water is available).



SAFETY AND HEALTH CONSIDERATIONS FOR FOOD PREPARATION

Attendants are often required to prepare meals for clients. In preparing meals, you should keep in mind the following safety precautions. This is not an exhaustive list of all precautions, but provides some major food preparation considerations.

1. Handwashing is necessary before and after food preparation and during food preparation after working with raw food (meat, eggs, etc.).
2. Cooked and uncooked foods should be stored separately in clean wrappers/containers.
3. Always check label on meats and poultry for expiration dates.
4. Clean the tops of cans before opening them.
5. While cooking, never place tasting spoon back in pot after tasting. Use a clean spoon each time. Never lick fingers.
6. All preparation surfaces and utensils should be washed and dried between preparation of foods and after food preparation is complete. Use hot water and soap to clean surfaces that have come into contact with raw meat.
7. Do not thaw and refreeze foods. Always remember, hot foods hot, cold foods cold.
8. Keep kitchen/dining area free of pests.
9. Wash all fruits and vegetables thoroughly before serving.
10. Properly cover and store foods that can spoil; do not use spoiled food.

HOME CONTROL MEASURES FOR COMMUNICABLE DISEASES IN THE HOME

1. Isolation precautions in the home should be based on common sense, practicality, and disease transmission. Excessive isolation practices in the home, in addition to being impractical and inappropriate, may compromise the quality of client care in the home and social isolate the client.
2. Always remember the most effective disease prevention is handwashing. In homes without water an alcohol based hand cleaner should be used with paper towels. Alcohol based hand cleaners have been demonstrated to be the most effective at stopping the transmission of bacteria.
3. Client wastes (feces, urine, blood contents of suction, etc.) can be safely flushed down the toilet. Waste of AIDS clients can be disposed of in the same manner and does not require any special treatment.
4. Disposable dishes are NOT indicated for home care clients with infectious diseases. The client's dishes and eating utensils can be washed, along with the family dishes, in hot soapy water or washed in the family dishwasher on the hot cycle.

5. Sharing of personal articles between the client and family member should be avoided. Personal articles include combs, razors, toothbrushes, etc.
6. Soiled dressings, used gloves, disposable equipment can all be disposed of into the trash can. An empty coffee can works well for the disposal of sharp items such as insulin syringes.
7. Soiled linens and clothing (including those used by AIDS clients) can be laundered in the family washer using detergent and the hot cycle and dried in the family dryer on the hot cycle or in the sun.
8. One cup of bleach has been suggested as an addition to detergent for laundering clothes soiled with blood or other body secretions.
9. Blood spills and other body secretion spills should be cleaned with a good household disinfectant (see bleach dilution). Gloves should be worn, and hands washed immediately after cleaning.
10. Clients with enteric diseases should not be allowed to assist with food preparation until symptoms resolve and/or two consecutive stool cultures taken at least 24 hours apart are negative. The client should practice good handwashing at all times. If it not possible to exclude the client from food preparation, the client must be educated to practice strict handwashing and hygiene during food preparation.
11. Clients with enteric infections do not require a private bathroom if they practice good hygiene. If the client is unable to practice good hygiene, a private bathroom should be considered. In homes with one or no bathroom, the best approach is to clean stool contamination immediately with a household disinfectant.
12. Before wearing masks in the home, the following points must be considered: who will wear the mask? The client or the family? When and how long will the masks be worn?
 - a. Wearing masks in the home may be inappropriate for the following reasons:
 - i. The illness has been sufficiently treated such that masks are no longer necessary.
 - ii. Masks may unduly alarm the client's family and friends, contribute to social isolation of the client and possibly, decrease the quality of client care.
 - b. Clients with respiratory infections should be instructed to cover all coughs and sneezes with a tissue and discard these tissues in trash receptacle.

When caring for immunocompromised clients, the clients should not have contact with family members who have contagious, illnesses. Conversely, immunocompromised family members should not be allowed contact with the home care client with a contagious disease. These clients should not be given raw foods (salads, food containing raw eggs or unpasteurized milk). In addition, these clients should use precautions (handwashing) when caring for pets. Avoid emptying litter boxes, cleaning bird cages, or cleaning aquariums.

PREVENTING INJURIES IN THE HOME

Employees should take steps to help prevent injuries to the client or the employees. Below are some common ways to help prevent injuries and accidents in the home. Safety is one of our top priorities.

1. Wipe up spills immediately.
2. Avoid wearing socks or smooth slippers on uncarpeted floors and stairways.
3. Use nightlights in bathrooms and keep bedside lamps and telephone within easy reach.
4. Use a sturdy stepstool with handles. Do not stand on counters, chairs, or other furniture.
5. Make sure all walkways and stairways are well lighted and free of clutter. Immediately replace any burned out light bulbs. Use some form of night light after dark.
6. Consider using a shower or bath chair when bathing especially if your client is unsteady when standing.
7. Install smoke alarms and be sure that the batteries work. The batteries in smoke detectors should be changed at least every six months.
8. Remove all clutter and debris that could cause you or your client to trip.
9. Store medications in safe area that is cool, dry and out of reach of children.
10. Do not place electrical cords across walkways. Move any cords that are in walking areas.
11. Do not let bedspreads drape on the floor. Tuck them under the mattress for safety to avoid tripping or slipping.
12. Gently keep pets from jumping on a client or getting under their feet and tripping the client.
13. Keep all poisons and medications locked away from children and confused clients
14. Never keep food products near poisons or cleaning products
15. Make it a habit to read labels each time you pick up a container of cleaning products
16. Call the poison control center if you suspect poisoning has occurred

IMMEDIATELY REPORT ANY UNSAFE OR DANGEROUS CONDITIONS TO YOUR CLIENT CARE SUPERVISOR!!

PRECAUTIONS NEAR OXYGEN TANKS

Many clients use oxygen tanks. To prevent fire and other hazards, observe the following precautions near oxygen tanks.

1. Do not smoke in the vicinity of oxygen, gasoline, or flammable chemicals.
2. No one in the home should smoke near oxygen. This includes an oxygen concentrator as well as an oxygen tank.
3. If the client smokes while using oxygen, you have the right to leave.

4. Keep all oxygen away from an open flame.
5. Keep all oxygen in a cool, dry place.
6. Keep all oxygen tanks stored securely and stable in a place and position that they cannot be tipped over. An oxygen tank, whether empty or full, can react like a missile if it falls. (Even though the gauge may read “empty”, there is still enough oxygen left to be dangerous.) If your client lives with family, you should request that the oxygen tanks be secured.

Immediately report any unsafe or dangerous conditions to your Client Care Supervisor.

FIRE PREVENTION AND SAFETY

Make sure all electrical equipment is in good condition

1. Do not put electrical cords under rugs.
2. Do not let your client smoke unattended.
3. If the client uses a space heater, make sure that it is plugged directly into an outlet with sufficient capacity and not plugged into an extension cord. Make sure the space heater is at least three (3) feet from any flammable source.
4. When cooking, do not leave the stove unattended.
5. Make a fire plan and be sure you know locations of exits.

If there is a fire, immediately follow the steps below. Your safety and the safety of your client is more important than any physical property or goods.

1. Get your client out of the house if possible.
2. Call the fire department from a neighbor’s house.
3. Do not re-enter the house for any reason!
4. Keep your client warm and comfortable.
5. Stay with your client at all times.

If you find a fire, remember **RACE**

- | | | |
|--|---|---|
| <ul style="list-style-type: none"> • R • A • C • E | <p>Rescue</p> <p>Alarm</p> <p>Contain</p> <p>Evacuate</p> | <p>Client if in immediate danger.</p> <p>Pull alarm box if available and/or call 911.</p> <p>Close windows and doors.</p> <p>Remove client from building or home.</p> |
|--|---|---|

OSHA TUBERCULOSIS COMPLIANCE

Instant Care complies with the OSHA enforcement directive concerning occupational exposure to tuberculosis. Instant Care has instituted work controls designed to prevent the spread of TB and to reduce the concentration of infectious droplet nuclei. A TB surveillance program is in place requiring annual screening of all employees. Employees who have converted from a negative to a positive TB skin test and those who actually developed disease will be tracked for medical care.

1. Pre-Hire:

- a. All employees are required to go through tb screening pre-hire.
- b. If employee is previous skin test positive, a physician statement, dated within the past six (6) months, of freedom from contagious tb is required.
- c. If employee is not previous skin test positive, a pre-hire negative mantoux within the list six (6) months is required.
- d. If employee indicates conversion to positive through the skin test program, patient is referred to a physician for clearance.

2. Annual screening:

All employees are required to complete an annual tb screening. The administrative staff will schedule annual screening and monitor employees' compliance with annual screening requirements. Compliance with annual screening requirements will be reported to each employee's supervisor. Information on the employee's annual review will be placed in the employee's confidential health file.

Any employees out of compliance with the annual tb screening requirements is subject to disciplinary action, up to and including termination of employment. Employees who are not in compliance must be placed on administrative leave until compliance is attained.

3. Exposure:

The administrator/supervisor will:

- a. Investigate all reports of tb exposure to staff.
- b. Document exposure on an incident report and attach a list of employees exposed.
- c. Notify identified employees and schedule for counseling and screening.
- d. All employees will receive a tb skin test initially and three (3) months following the incident, unless employee is skin test positive.
- e. For skin test positive employees prior to this exposure, counseling is provided concerning symptoms to watch for and evidence of the disease. Employees who exhibit disease initially will be referred to a health care professional for treatment and clearance to return to work.

- f. For employees previously skin test negative, who convert by the time of the second tb skin test, will be referred to a health care professional for treatment and clearance to return
- g. Notify maricopa county public health department of reactors/converters to determine further protocols for diagnosis and treatment.
- h. Ensure that incident reports are summarized and filed.
- i. Notify the quality assurance committee of the incident.
- J. The clerical staff will update compute file and employee health file.

4. **Employee orientation**

All employees will be instructed during orientation on the following:

- a. etiology and prevalence of disease. recent resurgence of disease and drug resistant strains.
- b. disease transmitted through airborne pathogens and direct contact.
- c. reduction of transmission.
- d. use of personal protective equipment, i.e. masks, gowns.
- e. medication treatment.
- f. public health surveillance.
- g. employee annual screening.
- h. exposure protocol.

COMPANY BENEFITS

BENEFITS

The Company offers competitive benefits for qualifying individuals. If benefits are applicable, please refer to the Summary Plan Descriptions for details. The Company reserves in its sole discretion the right to change, modify, cancel, alter or delete any program or benefit at any time, with or without notice. Please see Human Resources for questions. Employees may have to pay part or all of the cost of some benefits offered by the Company.

PAID SICK TIME

The Company provides all employees with Paid Sick Time (PST) of up to forty (40) hours per year.

Sick Pay Amounts and Rollover

Sick time is awarded at the rate of one (1) hour of sick time for every thirty (30) hours worked, up to a maximum of forty (40) hours of PST per year.

Sick time is awarded from the date of hire, but employees must be employed for ninety (90) days before they can use PST.

PST is awarded based on a twelve month period from July 1 to June 30. Employees may use up to forty (40) hours per year and may roll over up to forty (40) hours of unused sick time to the following benefit year. Unused sick time over forty (40) hours will be eliminated at the end of each leave year.

Qualifying Reasons for Leave

PST can be used for the employee or for care of the employee's family member for following purposes:

- (1) Medical care or mental or physical illness, injury, or health condition, medical appointments;
- (2) A public health emergency; and
- (3) Absence due to domestic violence, sexual violence, abuse, or stalking.

Use of Paid Sick Leave/Notice

PST can be taken in one hour increments. PST is not part of overtime calculations. PST will be paid at the base straight-time rate of pay in effect when the sick time is taken.

To ensure customer service and smooth business operations and as a courtesy to coworkers, employees should schedule foreseeable time off, such as medical appointment or appointments relating to domestic violence, sexual violence, abuse or

stalking for the employee or a family member, as far in advance as possible, preferably at least three days, and make a reasonable effort to schedule the use of the PST in a manner that does not unduly disrupt the Company's operations. In an emergency or illness, employees should notify their supervisor at least two (2) hours in advance of their scheduled shift or as soon as practicable about the need for leave for an illness or emergency. It is the employee's responsibility to tell the HR department that they were absent and would like to use their sick time.

Notice can be provided in person, verbally, by phone, electronically, or in writing. Employees must be accurate and truthful regarding the use of PST. Honesty and integrity in using company benefits is important, as is keeping accurate time records. When known, the request should include the duration of the leave. Violations of Company policies, practices, and procedures may lead to disciplinary action up to and including termination of employment.

For absences of three days or more, the Company may require reasonable documentation of the reason for using sick time.

Pay Upon Termination of Employment.

Unused sick time will not be paid out upon separation of employment. This is a use-it-or-lose-it policy. If an employee is rehired within nine months, the Company will reinstate unused sick time.

HOLIDAYS

The Company's offices will be closed for operations on the following holidays: New Year's Day (January 1), Martin Luther King Jr. Day (third Monday in January), Memorial Day (last Monday in May), Independence Day (July 4th), Labor Day (first Monday in September), Thanksgiving Day and Day After Thanksgiving (4th Thursday and Friday in November), and Christmas Day (December 25th).

PERSONAL DISCRETIONARY LEAVE OF ABSENCE

The Company, in its sole discretion, reserves the right to grant an unpaid personal discretionary leave of absence. An employee who wishes to take an unpaid personal discretionary leave of absence must submit the request in writing to Human Resources. Granting a personal discretionary unpaid leave of absence is discretionary with the Company. An employee's job position is not guaranteed while on an unpaid leave of absence.

For short-term leaves, employee health benefits will be continued in the same manner as received prior to the leave, but the employee will be expected to remit payment for the employee's portion of the health insurance premium prior to departing for unpaid personal leave, and in an amount equivalent to the expected period of absence. If an employee requests a longer leave, the employee will be advised of his/her COBRA rights under the terms of the applicable benefit plan.

Failure to return to work upon expiration of leave of any absence shall be considered a resignation.

JURY DUTY

The Company believes that jury duty constitutes a civic responsibility. While we cannot pay hourly or non-exempt employees for the time they spend on jury duty, the Company will keep your job open until this duty is fulfilled.

Since jury duty sometimes is inconvenient for the employee of the Company, we will use such means as are legitimate and necessary to obtain postponement of your service to a more convenient time.

The Company complies with all applicable federal or state laws regarding employee's service as jurors. Employees must show the jury duty summons to their supervisor or office manager as soon as possible to allow the supervisor to accommodate their absence from the workplace.

VOTING LEAVE

The Company encourages all employees to fulfill their civic responsibilities by participating in elections. Generally, most employees have ample time to vote either before or after their regular work schedule. If an employee's scheduled working hours do not allow at least three consecutive hours between the opening of the polls and the beginning of the employee's workday or between the end of the employee's workday and the closing of polls, the Company will may adjust the employee's work schedule or provide time off to allow for election participation. The Company may specify the hours during which the employee may take leave to vote. Such time will generally be limited to the beginning or end of a working shift unless otherwise mutually agreed.

Employees must notify the Company of their need for leave prior to the day of the election. Employees must be prepared to provide the Company with certification, such as a voter's receipt, to prove that he or she voted.

MILITARY LEAVE OF ABSENCE

The Company will grant military leaves of absence as required by law. Employees may take an unpaid leave of absence to perform military training and/or service, whether the service is voluntary or involuntary, as part of the active and reserve components of the Armed Forces, the Army and Air National Guard, the Commissioned Corps of the Public Health Service, and any other category of persons so designated by the Company Officers in time of war or emergency. The duration of other military leave will be the term of the enlistment, plus any additional time that may be required by the government. The Company generally will provide a reasonable allowance of time for travel and adjustment before the employee returns to work. A member of the U.S. Armed Services or National Guard will be granted a two (2) week unpaid leave of absence once a year when called for active duty training.

In order to be eligible for any reinstatement rights under federal law, any employee taking leave from work to serve in the military, including the National Guard, must: (1) provide the Company with as much advance notice of their service as possible; (2) ensure that the cumulative length of the service does not exceed five years; (3) have been honorably discharged; and (4) report to or submit an application for re-employment, as required by federal law upon return from service.

A. NOTICE

You must provide notice (unless impossible, unreasonable, or precluded by military necessity) to the Company of leaves of absence for military service. Notice may be oral or written. Failure to provide notice to the Company may result in a denial of protection under this policy or federal law.

When a military leave of absence extends for more than 30 days, the Company may request official written military orders to establish your eligibility for leave and the related protections under federal law.

B. FIVE-YEAR CUMULATIVE SERVICE LIMIT

Regardless of whether your military duty is voluntary or involuntary, federal law places a five-year cumulative service limit on the amount of military leave you can use and still retain re-employment rights. Exemptions from the five-year re-employment limit include: required active duty during a domestic emergency, national security related situations, critical or operational missions, and war. If you have received more than five years of military leave and request re-employment with the Company, the Company may verify the your eligibility for re-employment.

C. ACCRUED LEAVE

You may elect to use any personal vacation, annual leave, or other similar accrued pay for a period of military service. The Company does not require you to use these accrued benefits.

D. RE-EMPLOYMENT AFTER MILITARY LEAVE OF ABSENCE

1. Procedure.

For periods of military service lasting 1 to 30 days, you must report back to work for the next regularly scheduled shift on the day following release from the military, allowing for safe travel home and eight hours of rest.

For periods of military service lasting 31 to 180 days, you must apply for re-employment within 14 days following release. Application may be written or oral.

For periods of military service lasting 181 days or more, you must apply for re-employment within 90 days following release. Application may be written or oral.

Immediate reinstatement is not mandated but the Company will promptly re-employ returning service members. Promptness is determined on a case-by-case basis depending on your particular circumstances. The Company may request documentation from the employee to establish that the application for reemployment is timely. Untimely applications may be denied.

2. Position.

The Company will re-employ a returning worker in a position they would have attained had it not been for the military service, at a level of seniority, status, pay, and any other rights and benefits commensurate with the seniority. If necessary, the Company will provide training or retraining to qualify the employee for re-employment. When an employee is disabled while on military duty, or if a disability is aggravated by military service, the Company will make reasonable efforts to accommodate the disability, as required by federal law.

3. Exceptions to re-employment.

The Company is not required to re-employ an employee if: (1) re-employment is impossible or unreasonable; (2) a disability incurred during the military leave would cause the employer undue hardship to accommodate; or (3) the employee worked in a temporary position before military service.

4. Limited protection from termination.

If an employee's period of military service was 181 days or more, the employee is protected from discharge, except for cause, for one year. If the employee served between 31 and 180 days, the employee is protected from discharge, except for cause, for 180 days.

This is an exception to the Company's specific at-will policy contained in this Handbook because the limited protection from termination is mandated by federal law.

Cause to terminate employment of an employee includes, but is not limited to, theft or embezzlement from Company or any affiliate; any willful breach of duty, habitual neglect of duty, or continued incapacity; engaging in activity or action that adversely reflects upon the Company; violation of any corporate policy, practice or procedure or employment policy or procedure or any written directives of the Company; fraud directed at Company, any affiliate or any individual or entity that provides goods or services to, receives goods or services from or otherwise deals with Company or any affiliate; or any material acts or events which inhibit the employee from fully performing employee's responsibilities to the Company in good faith or that reflect upon the Company's reputation, such as (A) an arrest for a felony charge or a felony criminal conviction; (B) any other criminal conviction involving the employee's lack of honesty or the employee's moral turpitude; (C) current drug or alcohol abuse; or (D) acts of dishonesty, gross carelessness or gross misconduct; or if application of the reinstatement requirements of federal law results in a legitimate layoff or in the elimination of the job position itself, provided the employee would have faced the same consequences had he or she remained continuously employed. Cause may also include layoffs for financial reasons.

E. BENEFITS

The Company will provide workers on military leave benefits equivalent to those offered during other types of leaves of absence, as determined by the Company's leave policies contained in this Handbook. This means that employees on military leave will remain eligible for any rights and benefits (not based on seniority) that are available to employees on non-military leaves of absence (whether paid or unpaid). An employee returning from military service will receive the most favorable treatment as outlined in the Company's leave policies. Additionally, returning employees are entitled to all non-seniority rights and benefits that became effective during the military leave period.

The Company may require employees on military leave to pay the regular employee cost, if any, of any benefit under the same practice applicable to other employees on leave of absence.

1. Group Health Coverage

Federal law prescribes health care continuation rules substantially similar to COBRA. Federal law allows an employee called for military service to elect to continue employer-provided health insurance for a period up to the first 18 months of that service.

If your period of service is 1 to 30 days, the Company will not require you to pay more than the regular employee cost, if any, for the coverage.

If your period of service exceeds 30 days, you will not be required to pay more than 102 percent of the total premium (i.e., the COBRA premium amount) to continue your health care coverage.

In all events, returning employees will be entitled to immediate reinstatement of health insurance for themselves, as well as any previously covered dependents, with no waiting period or exclusion of preexisting conditions (except government determined service-related health conditions).

2. COBRA

Termination of group health coverage due to a military leave of absence is a COBRA qualifying event. Even if an employee does not return to work after military service, continued health coverage must be available for the remainder of the COBRA period. Health care coverage that is available during military leave (i.e. CHAMPUS) is not considered to be group health coverage, and therefore an employee does not forfeit COBRA rights by reason of such coverage.

3. Retirement Plans

Generally, employees returning from qualified military leave will receive the same retirement benefits accrued or paid on the individual's behalf had the employee not gone on leave. For more specific information regarding any available retirement plan benefits, including 401(k), profit sharing or pension plans, employees should contact Payroll or any Company Officer.

CRIME VICTIM LEAVE OF ABSENCE

The Company will grant leaves of absence to employees as required by law for victims of crime if the leave does not create an undue hardship on the Company's business. An employee is eligible for victim leave and the job protection afforded under the law if he or she is a "victim" of a crime in accordance with A.R.S. §8-420 for victims of juvenile offenses or A.R.S. §13-4439 for victims of adult offenses. Under both statutes, the term "victim" includes the immediate family or a lawful representative of a person who has been killed or incapacitated.

Employees covered by the law are entitled to attend all court proceedings involving the perpetrators of their crimes, including any trials, and preliminary and post-trial hearings. The Company will provide the employee time off to attend these proceedings but the employee must use any accrued paid vacation, personal, or sick leave during the employee's leave of absence. The employee's leave bank will be deducted for the time that you are absent from work. Once your accrued leave has been used, any further leave will be unpaid.

Prior to taking victim leave, the employee must furnish the Company with the following information.

1. A copy of the notice received from law enforcement or the prosecutor regarding your status as a crime victim and your rights.
2. If applicable, a copy of the notice of each scheduled proceeding.

Under the law, the prosecutor or law enforcement officer is responsible for providing you information regarding your rights under the law, and your responsibility is to provide the Company with a copy of the notice. Records regarding any victim leave will be kept confidential by the Company.

FAMILY AND MEDICAL LEAVE OF ABSENCE POLICY

- A. **INTRODUCTION**: The Company realizes that employees occasionally need to take time away from work to care for important family and medical needs. This policy is designed to meet those needs in a manner that is beneficial to employees, their families, and the Company. It also represents the intent of the Company to comply with the requirements and purposes of the Family and Medical Leave Act of 1993 (“FMLA”).
- B. **REASON FOR LEAVE**: Eligible employees may be entitled to take a leave of absence for the following reasons:
- the birth of a child or an incapacity due to pregnancy or prenatal care, or the placement in your home of a child for adoption or for foster care or to bond with such child (leave must be taken within 1 year of the child’s birth or placement) (“NEW CHILD LEAVE”);
 - the need to care for your spouse, son, daughter, or parent who has a serious health condition (“FAMILY MEDICAL LEAVE”);
 - a serious health condition that prohibits you from performing essential functions of your employment position (“EMPLOYEE MEDICAL LEAVE”);
 - because of any qualifying exigency arising out of the fact that your spouse, son, daughter, or parent in the National Guard or Reserves is a covered servicemember on active duty or has been notified of a call to active duty in the United States Armed Forces in support of a contingency operation (“MILITARY SERVICEMEMBER EXIGENCY FAMILY LEAVE”); or
 - or
 - the need to care for your spouse, son, daughter, parent, or next of kin (nearest blood relative) who is a covered member of the United States Armed Forces (including the National Guard or Reserves) or a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness incurred or aggravated in the line of duty while on active duty (“MILITARY SERVICEMEMBER CAREGIVER LEAVE”).
 - Requests for leaves of absence in situations other than those governed by the FMLA, such as military, educational, personal, and so forth, are not addressed in this Policy.
- C. **ELIGIBILITY**: To be eligible for a leave of absence under this Policy, you must have:
- been employed by the Company for at least 12 months;
 - worked at least 1,250 hours during the previous 12 months (hours spent performing military service on military leave count towards the 1,250);
 - work at a facility employing at least 50 employees within a 75 mile radius; and
 - qualified to receive a FMLA leave as provided in B above.

If you have a break in service to the Company of seven (7) years or more, you must be reemployed at the Company for at least 12 months before you are eligible for FMLA leave.

- D. AMOUNTS OF LEAVE:** If you are an eligible employee, you may take up to twelve (12) weeks of leave during a 12-month period for qualifying situations. A request for a leave of absence generally will not be approved if you have already used 12 weeks of leave under this policy during the twelve (12) months preceding the date you requested to begin your leave (rolling 12 months). Different rules may apply when both spouses work for the same Company. Please consult Payroll or any Company Officer if this applies to your situation.

If you are an eligible employee who is caring for a covered service member wounded in the line of duty (MILITARY SERVICEMEMBER CAREGIVER LEAVE), you may be eligible for a total of up to twenty-six (26) weeks of leave during a 12-month period to provide care for the covered service member. If you use FMLA leave for any other purpose and also use MILITARY SERVICEMEMBER CAREGIVER LEAVE, the combined leave may total twenty-six (26) weeks. The 12-month period for purposes of MILITARY SERVICEMEMBER CAREGIVER LEAVE begins on the first day of your MILITARY SERVICEMEMBER CAREGIVER LEAVE and extends 12 months beyond that date. You are eligible for only one period of MILITARY SERVICEMEMBER CAREGIVER LEAVE for each covered family member for each injury.

If you and your spouse are both employed by the Company, the total number of weeks to which you are both entitled in the aggregate because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, spouses employed by the Company will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed for your own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

- E. COMPENSATION DURING LEAVE:** Leaves of absence under this Policy are generally without pay. If you take a leave under this policy, you must use all of your available accrued vacation and unused paid sick and personal days as part of that leave. Regardless of whether you receive vacation, personal, or sick pay during the leave, the full amount of leave time will be counted toward the 12-week maximum (26-week if using MILITARY SERVICEMEMBER CAREGIVER LEAVE) FMLA leave available in a 12-month period.

- F. HEALTH INSURANCE DURING LEAVE:** During any leave under this Policy, you will continue to be covered by the Company's group health insurance plan so long as you satisfy the requirements of this Policy and the insurance plan.

- 1. YOU PAY YOUR PORTION:** During a leave, you are responsible to pay your portion of the insurance premium as though you continued in active employment.

All premiums should be submitted to the Payroll Department. You may pay for your share of the premium before you take the leave, and you are required to pay it no later than 30 days after it would be due if you were actively employed.

2. **NOT RETURNING TO EMPLOYMENT:** Coverage may stop if the Company learns and verifies that you do not intend to return to your employment or if you do not return to your employment. In these cases, the Company may request you to reimburse it for any premiums it has paid on your behalf during the leave unless the reason you did not return was because of a continued serious health condition or for other reasons beyond your control as identified in the FMLA.
3. **FAILURE TO COMPLY:** If you fail to comply with these requirements, including paying your portion of the insurance premium, your insurance coverage may lapse.

G. NO ALTERNATIVE EMPLOYMENT. While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Company. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

H. NOTIFYING THE COMPANY

1. **FORESEEABLE EVENTS:** The Company requests you to complete and submit the attached Application Form at least 30 days in advance of foreseeable leaves, such as leaves for planned medical treatment or for your child's birth.
2. **UNFORESEEABLE EVENTS:** For unforeseen events, such as accidental injury causing a serious health condition, premature birth, or a sudden change in your health, the Company requests you to notify it of your need for leave as soon as it is possible and practical to do so (preferably by submitting the Application, but at least orally). You must follow the Company's normal call-in procedures to report your absence when it is possible to do so, in addition to submitting the FMLA leave paperwork. You can generally notify the Company of an unforeseen leave within one or two business days of when you find out you will need the leave. For unforeseeable leaves, the Company requests that you submit the Application Form as soon as practicable even if you have provided oral notification.
3. **FAILURE TO COMPLY:** Failure to follow these practices may result in delay or denial of your leave. In the case of foreseeable leaves, the Company may delay your leave for up to 30 days from the date you notify the Company of your need to take a leave of absence.

I. CERTIFICATION OF SERIOUS HEALTH CONDITION: If you are requesting a FAMILY MEDICAL LEAVE, EMPLOYEE MEDICAL LEAVE, or MILITARY SERVICEMEMBER CAREGIVER LEAVE you must provide a Certification of Physician or Practitioner (a copy of which is attached to this Policy) to verify the serious

health condition causing the need for a leave of absence. The certification forms are available in Payroll. The Certification must be completed by a qualified health care provider. If you have a question about who is qualified as a health care provider, please contact Payroll. You do not have to share a medical diagnosis, but must provide enough information so that the Company can determine if leave qualifies for FMLA.

1. **DEFINITION OF SERIOUS HEALTH CONDITION:** FMLA leave will not be granted for a health condition unless it is for an illness, injury, impairment, physical or mental condition that involves one or more of the following:

- in-patient care,
- a period of incapacity requiring more than three calendar days of absence from work or similar daily activities, and continuing treatment by a health care provider, generally requiring at least two in-person visits to a health care practitioner or one in-person visit and a regimen of continuing treatment.
- a chronic or long-term condition that is so serious that if it were not treated it would result in more than three calendar days of absence and you receive continuing treatment by health care provider, or
- prenatal care.

2. **DEFINITION OF SERIOUS ILLNESS OR INJURY FOR MILITARY SERVICEMEMBER CAREGIVER LEAVE.** FMLA leave will not be granted for a service member's medical condition unless it is for a serious illness or injury. For an active member of the Armed Forces, Guard, or Reserve, a serious illness or injury means an injury or illness:

- incurred or aggravated in the line of duty on active duty in the Armed Forces;
- renders the service member medically unfit to perform the duties of the member's office, grade, rank, or rating;
- requires medical treatment, recuperation, therapy, outpatient treatment or causes the service member to be placed on a temporary disability retired list.

3. In the case of a veteran discharged within the five years prior to the date of the leave, a serious illness or injury is an illness or injury that manifested itself before or after the service member became a veteran and is:

- a continuation of a serious illness or injury that was incurred or aggravated in the line of duty on active duty and rendered the service member medically unfit to perform the duties of the member's office, grade, rank, or rating; or
- a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in

whole or in part, on the condition precipitating the need for military caregiver leave; or

- a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
- an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

4. **TIMING OF CERTIFICATION:** The Company requests that you submit the Certification with your Application Form for a leave of absence. In no event should the Certification be submitted later than 15 days following your request for a leave. Except for **MILITARY SERVICEMEMBER CAREGIVER LEAVE**, when the certification is provided by a military or military-contracted physician, after you turn in the Certification from your health care provider, the Company may still request you to see another health care provider at its expense (and possibly a third one, if the first two medical opinions are inconsistent). The Company reserves the right to request periodical additional Certification during the term of a leave of absence.

For **MILITARY SERVICEMEMBER CAREGIVER LEAVE**, if the Certification is completed by a health care professional with the Veteran Affairs Department or Department of Defense or a provider approved by one of those agencies the Company may not seek a second or third opinion. If it is completed by a private health care provider, the Company may still request you to see another health care provider at its expense (and possibly a third one, if the first two medical opinions are inconsistent).

5. **INABILITY TO PERFORM JOB IS REQUIREMENT FOR EMPLOYEE MEDICAL LEAVE:** You may qualify for an **EMPLOYEE MEDICAL LEAVE** only if the Medical Certification states that you are not able to perform the essential functions of your employment position.
6. **MEDICAL NECESSITY FOR FAMILY MEDICAL LEAVE:** You may qualify for a **FAMILY MEDICAL LEAVE** only if the Certification states that you are needed to care for your family member.
7. **FAILURE TO COMPLY:** If you fail to follow these guidelines **or if you falsify any information related to the Medical Certification, your leave may be delayed or denied and discipline, up to and including discharge, may result.**

- J. **NOTICE AND CERTIFICATION REQUIRED FOR MILITARY SERVICEMEMBER EXIGENCY FAMILY LEAVE.** If you are requesting a **MILITARY SERVICEMEMBER EXIGENCY FAMILY LEAVE**, you must provide a certification that a qualifying family member is on active duty or has been called to active duty in the United States Armed Forces and must provide a description of the qualifying

exigency. Acceptable certification includes copies of orders to active duties and notices (including newspaper announcements or military base announcements) relating to the qualifying exigency or letters from third parties with whom you meet as part of the qualifying exigency.

You must provide as much advance notice of the need for MILITARY SERVICEMEMBER EXIGENCY FAMILY LEAVE as is reasonable and practicable under the circumstances requiring the leave.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing financial and legal arrangements, arrangements for care of military member's parent who is incapable of self-care, attending certain counseling sessions, addressing issues arising from short notice deployment (deployment with 7 or fewer days' notice), and attending post-deployment reintegration briefings. A qualifying exigency must arise from a servicemember's call to duty.

- K. COMPANY'S RESPONSIBILITIES.** The Company will inform you after you submit the proper documentation and certifications whether you are eligible for leave under this policy. If you are not eligible, the Company will provide the reason(s) for your ineligibility. The Company will inform you when it is designating your leave as FMLA and the amount of leave being counted against your FMLA entitlement.
- L. RETURN TO WORK AFTER EMPLOYEE MEDICAL LEAVE:** When you return from an EMPLOYEE MEDICAL LEAVE you must provide certification that you are able to resume working. Prior to returning to work, you should contact Payroll to submit your medical clearance to return to work and to determine when you should report for duty. Failure to follow these procedures may result in delay when you are ready to come back to work or discipline, up to and including termination.
- M. RESTRICTIONS ON NEW CHILD LEAVE:** NEW CHILD LEAVE must be taken within twelve months of the child's birth or placement. NEW CHILD LEAVE must be taken at one time unless you have made special arrangements with the Company to take the leave in a different manner, which must be verified in writing and signed by a Company officer. If both husband and wife work for the Company, they will be entitled to a total of twelve (12) weeks combined rather than twelve (12) weeks each.
- N. INTERMITTENT OR REDUCED SCHEDULE LEAVE:** If and only if it is *medically necessary*, FAMILY MEDICAL LEAVE, EMPLOYEE MEDICAL LEAVE, OR MILITARY SERVICEMEMBER CAREGIVER LEAVE may be taken on an intermittent or reduced schedule basis. MILITARY SERVICEMEMBER EXIGENCY FAMILY LEAVE may also be taken on an intermittent basis. Intermittent or reduced schedule leave will be counted on an hour-by-hour basis to apply toward the maximum leave per 12 months. Any missed mandatory overtime will be counted on an hour-by-hour basis toward the maximum leave per 12 months
1. **ADDITIONAL REQUIREMENTS:** As noted on the attached Application Form, you must explain the medical reason for an intermittent or reduced schedule leave and you must support your reason with the appropriate medical

Certification. Furthermore, you must inform the Company about your anticipated treatment schedule and the reasons for your proposed schedule. You must make reasonable attempts to schedule leave for planned treatments so as to not unduly disrupt the Company's operations.

2. **ALTERNATIVE POSITION OR SCHEDULE:** The Company may require you to work in a different position or on a different schedule during the period of an intermittent or reduced schedule leave that will better accommodate the necessities of your schedule. The alternative position will have the same pay and benefits as the position you held prior to the commencement of the leave.
- O. REQUIREMENT TO MINIMIZE DISRUPTION FOR PLANNED MEDICAL TREATMENTS:** For all leaves involving planned medical treatments, including intermittent and reduced schedule leaves, you are obligated to plan for treatments so that they will cause the least disruption to the Company's operations. Your earliest possible notice to the Company and your flexibility in scheduling will assist to make certain that minimal disruption occurs.
- P. RESTORATION OF SAME OR EQUIVALENT POSITION:** When you return from an FMLA leave under this Policy, you will be returned to the same or an equivalent position unless you have been notified prior to your leave request that you are a "key employee." You will not lose any seniority or benefits because of your leave, although you will not accrue any additional vacation, sick days, or other benefits during the period of the leave.
- Q.** If your FMLA leave exceeds 12 weeks within a 12-month period (26 weeks for MILITARY SERVICEMEMBER CAREGIVER LEAVE), you will not be guaranteed a job upon return from the leave, unless otherwise required by law. Use of an FMLA leave shall not insulate you from: (1) disciplinary actions based on conduct that occurred prior to going on leave; or (2) transfer among positions if such transfer was planned prior to your requesting FMLA leave and is not based on the fact that a leave was planned. If you fail to return to work at the end of an FMLA leave, you will be considered to have voluntarily terminated your employment.
- R. COMPANY'S FMLA COMPLIANCE.** The Company intends for this policy to comply with the FMLA. The FMLA makes it unlawful to interfere with, restrain or deny the exercise of any right provided by the FMLA or to discharge or discriminate against any person for opposing a practice made unlawful by the FMLA or participating in an FMLA-related proceeding. The FMLA operates in conjunction with other state and federal laws and does not supersede such laws. If you believe the Company is not following the FMLA or this policy, you should immediately report this to the Human Resources Department. You have the right to file a complaint with the Department of Labor or file a private lawsuit if you believe the Company has violated the FMLA. The Company intends to fully comply with the FMLA, so please talk to us if you have any issues.

S. **FORMS RELATED TO POLICY:** The following forms are to be used with this policy:

1. **Family and Medical Leave of Absence Application Form**
2. **FMLA Certification of Health Care Provider for Employee's Serious Health Condition**
3. **FMLA Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave**
4. **FMLA Certification of Qualifying Exigency for Military Family Leave**
5. **FMLA Certification for Serious Injury or Illness of a Current Servicemember for Military Family Leave**
6. **FMLA Certification of Health Care Provider for Family Member's Serious Health Condition**
7. **Continuation of Health Care Benefits Form**
8. **Return to Work Status Form**

COBRA

A federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) gives employees and their qualified beneficiaries covered by our group health plan the opportunity to temporarily continue health insurance coverage upon losing group health coverage because of a qualifying event that would result in the loss of eligibility when coverage under the health insurance plan would otherwise end (called "Continuation Coverage"). Such qualifying events are defined in our health plan and include a reduction in your hours of employment, leave of absence, divorce or legal separation, a dependent child no longer meeting eligibility requirements, resignation, or termination of your employment, except for reasons of gross misconduct on your part. Under COBRA, the employee or beneficiary pays the full cost of coverage at the Company's group rates plus an administration fee.

If you have any questions regarding Continuation Coverage, or to determine if you are eligible for such coverage, please contact Human Resources who will provide you with the information you need and with the necessary forms to continue your coverage. Under the law, you are required to notify the Company of a divorce, legal separation, or a child losing dependent status under the plan to notify the Company of such qualifying event. Such notice must be made within 60 days after the qualifying event. More detailed information is provided to all employees upon the occurrence of a qualifying event. Employees are responsible for completing all necessary paperwork to elect Continuation Coverage if they desire to continue their health insurance after a qualifying event.

ACKNOWLEDGEMENT AND **FORMS**

ACKNOWLEDGMENT OF RECEIPT AND COMPLIANCE WITH HANDBOOK

I hereby acknowledge that I have reviewed a copy of the Employment Handbook for the Company and I understand and acknowledge that a copy has been provided to or is available to me. I understand that I am provided the copy so that I can read and review the contents of the Company's manual, fully understand all of its provisions, and also understand that I can ask my Supervisor, Human Resources, or the General Manager for further information on any subject contained in this manual at any time. I am fully aware of my obligations at all times to comply with the responsibilities that are imposed on me as a condition of employment, including but not limited to compliance with the Company's Employee Code of Conduct, Equal Employment Opportunity Policy, Anti-Harassment, Anti-Discrimination and No Retaliation Policy, Drug & Alcohol Free Workplace Policy, Workplace Violence Policy, and all other Company policies, practices, and procedures.

By signing below I acknowledge and agree that this Handbook is not an employment contract, express or implied. I further understand that the contents of this manual are presented as a matter of information only. The Company has the right, in its sole discretion, to modify, revoke, suspend, terminate or change any or all such plans, policies or procedures, in whole or in part, at any time, with or without notice.

By signing below, I acknowledge and agree that I am an employee-at-will, and recognize that I may be terminated at any time for any reason, with or without notice and with or without cause and that there is no specified length of time for my employment. I understand and agree that, other than the President of the Company, no manager, supervisor, or representative of the Company has any authority to enter into any agreement for employment other than at-will. I understand and acknowledge that there have been no oral or written representations made promising or guaranteeing my continued employment. I agree and represent that no person employed by Company has made any promises or commitments as to continued employment for any particular length of time, or that employment can be terminated only for cause. I further agrees and warrants that pay increases, promotions or demotions are within the sole discretion of the Company, and the fact that I receive a pay increase, promotion or positive performance evaluation in the future does not alter the at-will nature of the employment relationship. I further understand and agree that no policies in the Handbook are intended to interfere with and will not be enforced to interfere with the employees' or Company's rights as defined by any applicable collective bargaining agreement or as established by federal or state law.

I understand and acknowledge that I am responsible for ensuring that the Company's rules and procedures are complied with and agree to report acts that violate the Company's policies, practices or procedures. I understand and acknowledge that I am responsible to maintain a cohesive, effective, and safe working environment. I acknowledge that I am responsible to immediately report any unsafe condition to my Supervisor or the General Manager
Employee's Signature: _____

Employee's Name (Please print): _____

Date: _____

EMPLOYEE ACKNOWLEDGMENT OF RECEIPT OF COMPANY’S ANTI-HARASSMENT, ANTI-DISCRIMINATION AND NO RETALIATION POLICY

I agree to comply with and acknowledge receipt of the Company’s Anti-Harassment, Anti-Discrimination and No Retaliation policy prohibiting inappropriate conduct based on age (40 and over), race, national origin, ethnicity, religion, sex (including pregnancy), gender, disability, or other protected categories. I understand that the Company wishes to provide a workplace free of harassment and discrimination and I agree to help them maintain this goal by what I say and do.

I understand that if I observe another Employee or applicant being subjected to unprofessional or inappropriate conduct, I will report the incident to that worker’s immediate supervisor or to Human Resources or the President.

I understand that it is my responsibility to report any inappropriate behavior, harassment or discrimination that I become aware of. I understand that if the Company does not know about harassment or discrimination in its workplace, it cannot effectively stop it from happening.

I understand that the Company prohibits inappropriate conduct or comments and that if I participate in inappropriate conduct or comments, I will be subject to discipline up to and including termination.

I understand and agree that I will not engage in inappropriate comments or conduct verbally or on phones, text messages, emails, in person with comments or jokes, etc. I will not engage in inappropriate touching. I also will not engage in anger or threats against a coworker.

I understand and agree that I will not make or engage in derogatory comments, jokes or slurs or review or transmit offensive posters, cards, photographs, videos, or gestures or engage in assault or unwelcome touching.

I understand that Sexual Harassment is defined as “unwelcome sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature.” And that the purpose or effect of such conduct is to unreasonably interfere with an individual’s work performance or creating a hostile or offensive work environment. I agree I will not engage in such behavior.

I further understand and agree that I will not retaliate against anyone who makes a complaint or is a witness in an investigation, and I understand that I will not be retaliated against for making a complaint.

Employee’s Signature: _____

Employee’s Name (Please print): _____

Date: _____

PAYROLL DEDUCTION AUTHORIZATION FORM

I understand and agree that the Company may deduct money from my pay (whether I am paid by direct deposit or check) from time to time for the amount of money necessary to reimburse or repay the Company for any of the following reasons:

1. My share of premiums for insurance plans, such as medical, life or dental;
2. Any contributions I may make into a retirement or pension plan sponsored, controlled, or managed by the Company;
3. Installment payments on loans, store credit, or wage advances given to me by the Company, including the value of the merchandise that I purchase or have purchased on my employee charge account, and if there is a balance remaining when I leave the Company, the balance of such loans, credit or advances;
4. Repayment of any amount of overpayment of wages that I may receive from the Company;
5. The cost to the Company of any personal charges by me for items such as personal long distance calls, personal faxes, mail, or non-work related access to the Internet or company networks by me using Company equipment or Company accounts;
6. The cost of repairing or replacing any Company supplies, materials, equipment, money, or other property that I may damage (other than normal wear and tear), lose, fail to return, or take without appropriate authorization from the Company during my employment (this includes but is not limited to personal protective equipment, communications equipment, computer, keys);
7. Administrative fees in connection with court-ordered garnishments or legally-required wage attachments or my pay, limited in extent to the amount or amounts allowed under applicable laws;
8. The value of any leave time that I take prior to accruing the leave time;
9. For any absence from work for which I am not entitled to be paid for in the event I do not have any available paid leave time;
10. If the Company makes any payments on my behalf for any insurance premiums or retirement system contributions that I would be required to make under the applicable plan or Company policy, practice or procedure, the amount of such payments made by the Company on my behalf.
11. I understand that the Company may deduct money that I owe to the Company over several paychecks or in a single paycheck. This list is not meant to be exclusive and the Company may deduct any money from my paycheck for reasons allowed by federal, state, or local law, for example state taxes.

Employee's Signature: _____

Employee's Name (Please print): _____

Date: _____

TIMEKEEPING POLICY ACKNOWLEDGEMENT FORM

1. I understand that I must accurately record all hours worked, including accurately recording the exact time that I start work and the exact time that I stop work, and I agree to accurately record my time every day on my time sheet or time card.
2. I understand that I must submit my time sheets or time cards to the Company on a weekly basis, and I agree to timely provide a completed and accurate time sheet or time card.
3. I understand that my signature on each payroll signoff sheet confirms and verifies that I performed work during only those hours recorded on the time sheet or time card.
4. I understand that I must receive approval from my Supervisor before working over 40 hours in one work week.
5. I understand that I am entitled to be and will be paid in full for all hours worked for the Company.
6. I understand that I should report to Human Resources or Payroll if I believe that I have not been paid for all of the hours that I worked for the Company or if I have questions about my paycheck or hours worked.
7. I agree to review my paycheck for accuracy and report to Payroll with any errors, concerns, or questions within seven (7) days after receiving my paycheck.
8. I understand that the Company complies with all applicable wage and hour laws, and I agree to do my part to ensure that all hours worked are properly reported.
9. I agree to report any situation in which any employee is not following the requirements of the Company's timekeeping and payroll policies, practices, and procedures.
10. I understand that I am employed at will and that I and the Company both have the right to terminate my employment at any time, for any reason or no reason, with or without notice, and with or without cause.

Employee's Signature: _____

Employee's Name (Please print): _____

Date: _____

DRUG AND ALCOHOL POLICY
ACKNOWLEDGMENT AND CONSENT FORM

Drug-use and alcohol-impairment testing through urine, breath, or blood samples is part of the Company's overall pre-employment and ongoing employment requirements. Please read the following carefully.

I understand that a pre-employment drug-use test and that drug-use or alcohol-impairment tests during employment are part of the procedures of the Company. I consent to submit to a urine, breath, or blood analysis drug-use or alcohol-impairment test and any other post-offer physical examination that the Company may determine is necessary for business reasons. I also authorize and hereby release the Company's testing laboratory, hospital, or health care provider to provide the results of any such tests to the Company. I further agree to hold the Company, its agents, directors, officers and employees harmless from any and all liability in connection with the testing for the presence of drugs or alcohol.

I understand that workers' compensation claims may be denied in circumstances where I test positive for drugs and alcohol and drug or alcohol impairment was a substantial contributing cause of the accident.

I understand that the Company will pay all actual costs for drug-use or alcohol-impairment testing required of current employees. The Company will reimburse prospective employees who are hired for the actual costs for drug-use testing.

I understand that by signing this form, I acknowledge that I have received, read, and fully understand the Company's Drug and Alcohol-Free Workplace Policy.

Name (please print) _____

Signature _____ Date _____

**NOTE TO APPLICANT: REFUSAL TO READ AND SIGN THIS FORM
DISQUALIFIES YOU FOR CONSIDERATION OF EMPLOYMENT**

WORKERS' COMPENSATION POLICY ACKNOWLEDGEMENT

I certify that I have received a copy of and read the Company's Workers' Compensation policy, including the Return to Work Guidelines.

I understand that I am required to comply with all the Company's policies, practices, and procedures, including safety policies.

I understand I must immediately report any injuries to my supervisor. I agree to comply with the Company's Workers' Compensation Policy. I understand that if I do not comply with the Company's Workers' Compensation Policy, including the Return to Work Guidelines, that I may be subject to discipline, up to and including termination.

I also understand that if my doctor releases me for restricted or light duty work and I fail or refuse to restricted or light duty tasks when they are available that my refusal or failure may affect any salary compensation I might receive through workers' compensation insurance.

Employee's Signature: _____

Employee's Name (Please print): _____

Date: _____

**EMPLOYEE RECEIPT OF WORKPLACE VIOLENCE POLICY
AND CONSENT TO SEARCHES**

I hereby acknowledge receipt of the Company's Workplace Violence Policy.

In consideration of the Company's provision of its facilities for my convenience, I agree that I will not use such facilities for any purpose that would constitute a violation of any Company rule or local, state, or federal law.

I hereby acknowledge that the Company has provided me with lockers, furniture, containers, drawers, equipment or other facilities for my use and convenience and that they belong to the Company. I consent to the search of any lockers, furniture, containers, drawers, equipment, or other facilities, lunch boxes, briefcases, personal bags, parking lots, and vehicles at any time by the Company.

I also understand that the purpose of the Company's Workplace Violence Policy is to provide a safe working environment for persons and property. Accordingly, I agree not to violate any provision of the policy and not to engage in any conduct that may harm or threaten the person or property of another employee, the Company, or any individual on Company premises or the worksite.

I agree to abide by the Company's Workplace Violence Policy and not to possess, sell, store, or otherwise bring any weapons as defined in the policy on to Company premises.

I hereby release and fully and forever discharge the Company or any Company representative from any claim or liability arising from implementation of the policy on workplace violence, a search of my property, Company property, or my person.

I understand that the results of any search will be considered in any employment decision, including termination of employment.

Employee's Signature: _____

Employee's Name (Please print): _____

Date: _____

**COMPUTER AND COMMUNICATION SYSTEM, SOFTWARE CODE OF ETHICS,
AND TAPING/EAVESDROPPING ON CONVERSATIONS AND MONITORING
POLICIES**

CERTIFICATION AND ACKNOWLEDGMENT

I hereby acknowledge that I have received and read the Computer and Communication System, Software Code Of Ethics, and Monitoring Policies in the Employee Handbook. I understand and agree to abide by all of these Policies.

I understand and agree that I will not forward or maintain any inappropriate e-mails that contain inappropriate comments or references, including but not limited to those based on sex (including pregnancy), gender identity or expression, sexual orientation, transgender status, race, national origin, ethnicity, disability, age (40 and over), religion or other inappropriate categories. I certify that I understand and agree to the provisions of the Company's policy regarding computer/e-mail/Internet/telephone/voicemail communications. I understand and agree that I will not engage in any unauthorized duplication of copyrighted computer software. I understand and consent to monitoring that may occur while I am employed with the Company. I understand and consent to the Company monitoring e-mails, faxes, Internet usage, computers, video, audio, phone calls, voice mails, or other communications occurring or existing on Company equipment and property.

Employee's Signature: _____

Employee's Name (Please print): _____

Date: _____

SOCIAL MEDIA/PHOTO CONSENT AND RELEASE FORM

I grant Instant Care of Arizona (“Company”) and any related entities the unlimited, absolute, and irrevocable right to publish, use, reuse, republish, and/or reproduce videos or photographs or likenesses of me and my voice and to publish my name for any reason whatsoever, including but not limited to, the internal or external promotional and informational activities of the Company, in any and all media including, without limitation, cable and broadcast television, print media, and the Internet or social media, and for exhibition, distribution, promotion, advertising, sale, press conferences, meetings, hearings, training videos, educational conferences and in brochures and other print media. This permission extends to all languages, media, formats and markets now known or hereafter devised. I also agree to allow my work and/or photograph to be published on the Company web site/Intranet Web pages or publications.

I further grant the Company the unlimited, absolute, and irrevocable right to copyright any photographs or videos taken of me or where I am included in a group and any publications, internal or external that use my photograph, likeness, or voice.

I further understand that I will not receive or claim any compensation. I understand and agree that my participation in any publication, video, website, social media, etc. produced by the Company confers upon me no right of ownership. I hereby unconditionally and forever release the Company, its employees, officers, directors, agents, licensees, and assigns from any demands, claims, or liability whatsoever arising out of or in connection with the use of photographs or videos of me or use of my likeness. This consent and release shall also inure to the benefit of legal representatives, licensees, and assigns of the Company, as well as to the person(s) by whom photographs are taken, printed, or published.

This permission shall continue forever unless I revoke the permission in writing.

Print Name _____

Signature: _____ Date _____

IMMIGRATION COMPLIANCE POLICY
AND ACKNOWLEDGEMENT FORM

The Company is committed to employing only those individuals who are authorized to work in the United States. The Company does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. The Federal Government currently provides documents from which employees may choose to show the Company at the time Company completes Section 2 of the I-9 Form.

1. I understand that the Company will only hire individuals who are authorized to work in the United States.
2. I understand that the Company does not unlawfully discriminate on the basis of citizenship or national origin.
3. I understand that under federal law I am required to provide the Company with valid and accurate documents to establish my identity and my authorization to work in the United States and I am required to complete Section 1 of the Form I-9 completely and truthfully.
4. By my signature below, I affirm that I am legally eligible for employment in the United States.
5. I hereby state that all information provided to the Company on the Form I-9 is true and accurate. I am aware that false statements, misrepresentations of fact, or material omissions may result in the termination of my employment.
6. I understand that I am an at-will employee, and that the Company and I both have the right to terminate my employment at any time, for any reason or no reason, with or without cause, and with or without notice. I understand that violation of the Company's policies and practices, including the Immigration Compliance Policy, may result in discipline, up to and including termination.
7. I understand and agree to comply with all of the Company's policies, practices, and procedures.

Employee's Signature: _____

Employee's Name (Please print): _____

Date: _____

NEW HIRE DISCLOSURE AND ACKNOWLEDGMENT FORM

The name, address and telephone number of your employer is as follows:

Company Name: Instant Care of Arizona, Inc.

Company Address: 2601 E. Thomas Road #220
Phoenix, AZ 85016

Telephone No.: 602.993.0297

**EMPLOYEE ACKNOWLEDGMENT OF
NEW HIRE DISCLOSURE FORM**

I acknowledge that I have received a copy of this New Hire Disclosure form.

Employee Name (print)

Employee Signature

Date

**ACKNOWLEDGEMENT OF RECEIPT OF
MINIMUM WAGE REPORTING POLICY AND FORM**

By signing this Acknowledgement Form in the space provided below, I confirm that I have received, read and understood the Company's Minimum Wage Reporting Policy and Form.

I understand that I am required by Company policy to report in writing to Human Resources, within one week if I believe that I or any other employee has not received the minimum wage.

I also understand that Company's policy is not to take any action against any employee for reporting any minimum wage issues and that the Company encourages and requires employees to report minimum wage questions, concerns or complaints.

I agree to comply with the Company's Minimum Wage Reporting Policy because I understand that the Company takes minimum wage issues very seriously and wants to take any corrective action as soon as possible.

Employee's Signature: _____

Employee's Name (Please print): _____

Date: _____

**DISCLOSURE AND CONSENT TO OBTAIN CONSUMER REPORT FOR
EMPLOYMENT PURPOSES**

Instant Care of Arizona, Inc. (the “Company”) requires that you agree to a thorough background check, also known as a “consumer report,” in order for you to be considered for initial hiring, promotion, reassignment or retention by the Company. A consumer report contains information about your personal and credit characteristics, character, general reputation, mode of living, bank information, and public record information, including any record of criminal conduct and motor vehicles records. The Company requires that you agree to allow the Company to obtain a consumer report at any time during your employment with the Company.

I authorize and instruct the Company to obtain a Consumer Report about me both for initial hiring and at any time during my employment with the Company. I further authorize and consent to the Company obtaining and using a consumer report both for evaluating my application for employment and, if hired, in connection with any future decisions regarding my employment with the Company. I understand and agree that if I am employed by the Company, this authorization shall remain in effect throughout my employment. I authorize and instruct any and all consumer and/or credit reporting agencies to provide such consumer reports as the Company deems necessary or prudent and as allowed by the Fair Credit Reporting Act.

I further acknowledge that I have carefully read and fully understand the contents of this document, and that I understand that an analysis of any consumer report by the Company may affect its decision whether or not to offer employment to me or continue to employ me.

Signature of Applicant

Date

Printed Name of Applicant

Date of Birth of Applicant*

Social Security Number of Applicant*

Drivers license number, expiration date, and
State of issue*

*The information provided on this document will be used for the sole purpose of conducting a background check and will not be used for any other employment related purpose.

**RELEASE OF LIABILITY ARISING FROM ACTIONS
BASED ON CONSUMER REPORT**

I have been informed by the Company that I must agree to a thorough background check, also known as a “consumer report,” in order for you to be considered for initial hiring, promotion, reassignment or retention by the Company. I have consented to the consumer report and have signed the Disclosure and Consent to Obtain Consumer Report for Employment Purposes.

In connection with the Disclosure and Consent to Obtain Consumer Report for Employment Purposes, I knowingly and voluntarily agree to release and hold harmless the Company, its officers, trustees, agents and employees from and against any and all liability resulting from any decision regarding my employment with the Company, which are based in good faith upon any consumer report.

Signature of Applicant/Employee

Date

Printed Name of Applicant/Employee

EMPLOYEE CONFIDENTIALITY, NON-SOLICITATION AND NON-RECRUITING AGREEMENT

I am an employee (“Employee”) of Instant Care of Arizona, Inc. or one or more of its subsidiaries or affiliates (hereinafter collectively referred to as “Employer”).

In consideration of Employee’s employment with Employer or the continuation of employment if already employed with Employer at the time of the signing of this Agreement, and in consideration of the position of trust and confidence that Employer is providing to Employee, and in consideration of the compensation, training, opportunity, and other benefits provided to Employee by Employer, Employee and Employer agree to the following provisions, which it is expressly agreed shall survive the termination of Employee’s employment, for the protection of Employer’s property rights:

1. Definition of Confidential Information. Employee acknowledges and agrees that during the course of his or her employment with Employer, Employee will have access to and will learn confidential, proprietary, and trade secret information of Employer. Such information includes, but is not limited to, the identity and addresses and phone numbers of Employer’s customers or prospective customers; pricing and/or volume of purchases historically made by customers; subscriber agreements, supplier and subcontractors lists, including customer lists; information about those customers, including information related to their financial situation, insurance, business activities, and other information; information about Employer’s products, sales, services, policies, practices, plans, financial matters, accounts, business activities, business plans, marketing and distribution techniques, selling techniques and prices, employment compensation, employee benefit documentation, health plan documentation, payroll information forms, computer software, data, designs, drawings, specifications, and processes. All such information as described in this paragraph shall hereinafter be referred to as “Confidential Information.”

2. Access to Confidential Information for Business Use Only. Employee acknowledges and agrees that all Confidential Information obtained and/or learned by Employee during his or her employment by Employer is valuable property of Employer. Employee further acknowledges and agrees that his or her knowledge of or access to Confidential Information is provided for the sole purpose of enabling Employee to provide employment services to Employer and to conduct business activities on behalf of Employer. Employee agrees that he or she will not use Confidential Information or divulge, disclose, or communicate Confidential Information in any way to any person or entity, except as authorized by Employer. Employee acknowledges and agrees that in the course of providing employment services to Employer, Employee’s duties include establishing, maintaining, and improving relationships with customer and prospective customers on behalf of Employer. Employee further acknowledges and agrees that such customer relations are valuable property of Employer and that the continuation and further development of close customer relationships with Employer’s customers and prospective customers is being encouraged and allowed by Employer in reliance on the acknowledgements, covenants, and agreements contained herein.

3. Nondisclosure of Business Information. Employee shall not use, publish or otherwise disclose to others, either during or after employment with Employer, and except as Employee’s duties may specifically require, any Confidential Information which Employee may

originate or of which Employee may learn during his or her employment with Employer. In addition, Employee shall not disclose to Employer, or use during employment with Employer, any information that is confidential and is the property of others, including prior employers, unless written authorization is first obtained from the owner of such property.

4. Return of Confidential Information. Upon termination of Employee's employment, Employee shall promptly deliver to Employer's designated representative all Confidential Information and other documents or records that relate to the business activities of Employer and all material that belongs to Employer.

5. Trade Secret Theft. Employee understands that Arizona law makes theft of trade secrets a Class 5 felony that is punishable by up to 2.5 years in prison, three years of probation, or up to \$150,000 in fines. For purposes of the Arizona criminal law, a trade secret is any information, in any form, that derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use. Theft of trade secrets includes taking, transmitting, copying, conveying, altering, destroying, concealing, or using a trade secret without the consent of the owner of the information.

6. Non-Solicitation of Employees. During Employee's employment, and for a period ending one (1) year after the termination of Employee's employment with Employer, Employee shall not directly or indirectly solicit, entice, induce, encourage or in any manner influence any person who is, or shall be, in the service of Employer to leave such service for the purpose of engaging in business or being employed by or associated with any person, firm, customer, former customer, association, partnership, corporation, or other entity that is in competition with Employer. The one (1) year period in this Paragraph shall be extended by any period of time during which Employee is in violation of this Paragraph.

7. Non-Solicitation of Clients. During Employee's employment, and for a period ending one (1) year after the termination of Employee's employment with Employer, Employee shall not directly or indirectly, solicit, induce, or encourage, or assist in any way or in any capacity, any person, firm, association, partnership, corporation, or other entity in soliciting, inducing, or encouraging any client or prospective client of Employer to whom Employee provided services, with whom Employee worked or otherwise had contact, or about whom Employee acquired non-public information while employed by Employer, to terminate the client's business relationship with Employer or to acquire from any business that is in competition with Employer any product or service that competes directly with any product or services provided by Employer. The one (1) year period in this Paragraph shall be extended by any period of time during which Employee is in violation of this Paragraph.

8. The Defend Trade Secrets Act of 2016. Notwithstanding any other provisions of this Agreement, Employee will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that (a) is made in confidence to a federal, state, or local government official, either directly or indirectly, or an attorney and the disclosure is made solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. If Employee files a lawsuit for retaliation by Company for reporting a suspected violation of the law, Employee may disclose the Company's trade secrets to Employee's attorney

and use the information in a court proceeding if both (a) the document containing the trade secret is filed under seal and (b) the Employees does not disclose the trade secret, except pursuant to court order.9. Reasonableness of Restrictions. Employee has carefully read and considered the provisions of this Agreement and agrees that they are fair and reasonable and are reasonably required for the protection of Employer and its property rights. Employee agrees to comply with any and all procedures that the Employer may adopt from time to time to preserve the confidentiality of Confidential Information.

10. Severability. Employer and Employee intend for the provisions of this Agreement to be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. If this Agreement is the subject of legal action, and if any court of competent jurisdiction rules that any portion of this Agreement is unenforceable or invalid for any reason, the remainder of this Agreement shall remain in full force and effect and shall not be affected thereby. Additionally, as to any provisions deemed unenforceable, the court may, in its discretion, modify such provisions to permit the enforcement of the provisions of this Agreement to the maximum extent permitted by the law, rather than nullifying this Agreement or any provision of this Agreement.

11. Waiver. No waiver or modification by Employer of any provision of this Agreement shall be binding unless the waiver is in writing and signed by an officer of Employer.

12. At-Will Employment. Employee understands that Employee is an at-will employee of Employer and that this Agreement does not constitute a contract of employment or obligate the Company to employ Employee in any capacity for any stated period of time.

13. Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Arizona. Any action or proceeding concerning this Agreement shall be commenced in Maricopa County, Arizona, and the parties irrevocably consent to personal jurisdiction and venue in Maricopa County, Arizona.

14. Entire Agreement. This Agreement represents the entire Agreement between the parties with respect to the subject matter of the Agreement, and supersedes all prior understandings and agreements. This Agreement shall be governed by and construed in a accordance with the laws of the State of Arizona.

Employee agrees that upon Employee's breach of this Agreement, Employer shall be entitled to specific performance of this Agreement and Employer shall be entitled to an injunction or other equitable relief restraining Employee from violating the provisions of this Agreement. However, nothing provided herein shall be construed as limiting in any way Employer's remedies for any breach, including the recovery of damages from Employee. If Employer successfully institutes legal action to enforce its rights under this Agreement, Employer shall be entitled to recover from Employee, Employer's costs and reasonable Attorneys' fees incurred in the enforcement of Employer's rights under this Agreement. Such fees and costs are to be determined by the court, and not by a jury.

Employee represents that he or she has decided to enter into this Agreement freely and voluntarily, without coercion or undue influence by Employer, and has been given the opportunity to consult with counsel of his or her choosing, and based upon his or her own judgment and not in reliance upon any promises or representations made to Employee by Employer, other than as set forth in this Agreement. Employee and Employer further acknowledge and agree that nothing contained in this Agreement shall be construed to limit, restrict or alter Employee's or Employer's rights to terminate the employment relationship.

EMPLOYEE HAS READ THIS ENTIRE AGREEMENT CAREFULLY AND FULLY UNDERSTANDS THE LIMITATIONS THAT THIS AGREEMENT IMPOSES UPON EMPLOYEE AND ACKNOWLEDGES AND AGREES THAT THOSE LIMITATIONS ARE REASONABLE.

IN WITNESS WHEREOF, Employee has duly executed this Agreement as of the date stated below.

EMPLOYEE:

Employee Name (Print)

Signature

Date: _____

FMLA FORMS

FAMILY AND MEDICAL LEAVE OF ABSENCE APPLICATION FORM

When the need for a leave of absence is foreseeable, you are required to request the leave 30 days in advance. Examples of foreseeable events include planned medical treatment or your child's birth. For unforeseen events, such as accidental injury causing a serious health condition, premature birth, or sudden change in your health condition or the health condition of an immediate family member, you are required to request the leave as soon as possible and practical to do so. The Company's Family and Medical Leave of Absence Policy contains an explanation of your rights and obligations regarding leaves of absence under the Company's Policy and the FMLA.

Name:		
Address:		
Street/Box	City, State	Zip Code
Home Phone:	Today's Date:	
Work Phone:	Position:	
Location/Department:	Date of Hire:	
Supervisor:	Supervisor's Phone:	
The reason you are requesting a leave of absence is (check the appropriate box):		
<input type="checkbox"/>	the birth of your son or daughter or the placement of a son or daughter with you for adoption or foster care or to bond with such child (leave must be taken within 1 year of the child's birth or placement) (NEW CHILD LEAVE);	
<input type="checkbox"/>	the need to care for your spouse, son, daughter, or parent who has a serious health condition (FAMILY MEDICAL LEAVE);	
<input type="checkbox"/>	your own serious health condition that prohibits you from performing essential function(s) of your employment position (EMPLOYEE MEDICAL LEAVE).	
<input type="checkbox"/>	a qualifying exigency arising from a spouse, son, daughter or parent on active duty in the U.S. Armed Forces (MILITARY SERVICEMEMBER EXIGENCY FAMILY LEAVE); or	
<input type="checkbox"/>	to care for a spouse, son, daughter, parent or next of kin in the U.S. Armed Forces injured in the line of duty (MILITARY SERVICEMEMBER CAREGIVER LEAVE).	
Have you taken a leave of absence under this Policy during the past twelve (12) months?		
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not applicable
If yes, when was the last such leave?		
If your spouse works for the Company, has your spouse taken a leave of absence under this policy during the past twelve (12) months?		
<input type="checkbox"/> Yes	<input type="checkbox"/> No	
If yes, when was the last such leave?		
If you are requesting a NEW CHILD LEAVE, please answer the following questions:		
1.	Requested Leave Time: From	to

2.	What is the anticipated or actual date of birth or placement?
If you are requesting a MILITARY SERVICEMEMBER FAMILY EXIGENCY LEAVE, please answer the following:	
3.	Requested Leave Time: From _____ to _____
4.	What is the anticipated or actual date of exigency?
If you are requesting a FAMILY MEDICAL LEAVE, EMPLOYEE MEDICAL LEAVE or MILITARY SERVICEMEMBER CAREGIVER LEAVE please answer the following questions:	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
5.	Are you requesting <i>full-time</i> leave?
<input type="checkbox"/> Yes <input type="checkbox"/> No	
If you are requesting <i>full-time</i> leave, please answer the following questions:	
What is your requested leave time:	
From _____ to _____	
What other dates would be appropriate for the leave?	
6.	Are you requesting <i>intermittent</i> or reduced schedule leave?
<input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, please answer the following questions:	
Why is it medically necessary for you to have <i>intermittent</i> or reduced schedule leave (if you are not required to provide a diagnosis, but must provide sufficient information to demonstrate a need for leave)?	
For which dates, times, or schedules are you requesting leave?	
What other dates, times, or schedules would be appropriate for your intermittent or reduced- schedule leave?	
What employment positions are available that you believe would more easily accommodate your requested leave?	

By signing below, you are certifying that you have read and have received a copy of the Company's Family and Medical Leave of Absence Policy and that you agree to abide by the requirements of the Policy. Failure to abide by these requirements may result in delay or denial of your leave, or it may result in disciplinary action up to and including termination of your employment. By signing, you also affirm that you have been and will be truthful and sincere in your request for an FMLA leave of absence.

If you are not able to return to work on this date, you must contact your supervisor or Human Resource Manager

Date: _____ Employee Signature: _____

Date: _____ Leave Approved by: _____

Title: _____

**Certification of Health Care Provider for
Employee's Serious Health Condition
under the Family and Medical Leave Act**

**U.S. Department of Labor
Wage and Hour Division**



DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.
RETURN TO THE PATIENT.

OMB Control Number: 1235-0003
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

SECTION I – EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308.** Additionally, you **may not** request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

- (1) Employee name: _____
First Middle Last
- (2) Employer name: _____ Date: _____ (mm/dd/yyyy)
(List date certification requested)
- (3) The medical certification must be returned by _____ (mm/dd/yyyy)
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)
- (4) Employee's job title: _____ Job description (is / is not) attached.
Employee's regular work schedule: _____
Statement of the employee's essential job functions: _____

(The essential functions of the employee's position are determined with reference to the position the employee held at the time the employee notified the employer of the need for leave or the leave started, whichever is earlier.)

SECTION II - HEALTH CARE PROVIDER

Please provide your contact information, complete all relevant parts of this Section, and sign the form. Your patient has requested leave under the FMLA. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of the employee. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves *inpatient care* or *continuing treatment by a health care provider*. For more information about the definitions of a serious health condition under the FMLA, see the chart on page 4.

You may, but are **not required** to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient's serious health condition, such as providing the diagnosis and/or course of treatment.

Employee Name: _____

Health Care Provider's name: *(Print)* _____

Health Care Provider's business address: _____

Type of practice / Medical specialty: _____

Telephone: (____) _____ Fax: (____) _____ E-mail: _____

PART A: Medical Information

Limit your response to the medical condition(s) for which the employee is seeking FMLA leave. Your answers should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. **After completing Part A, complete Part B to provide information about the amount of leave needed.** Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

(1) State the approximate date the condition started or will start: _____ *(mm/dd/yyyy)*

(2) Provide your **best estimate** of how long the condition lasted or will last: _____

(3) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

Inpatient Care: The patient (has been / is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): _____

Incapacity plus Treatment: *(e.g. outpatient surgery, strep throat)*
Due to the condition, the patient (has been / is expected to be) incapacitated for *more than three* consecutive, full calendar days from _____ *(mm/dd/yyyy)* to _____ *(mm/dd/yyyy)*.

The patient (was / will be) seen on the following date(s): _____

The condition (has / has not) also resulted in a course of continuing treatment under the supervision of a health care provider *(e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment)*

Pregnancy: The condition is pregnancy. List the expected delivery date: _____ *(mm/dd/yyyy)*.

Chronic Conditions: *(e.g. asthma, migraine headaches)* Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.

Permanent or Long Term Conditions: *(e.g. Alzheimer's, terminal stages of cancer)* Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).

Conditions requiring Multiple Treatments: *(e.g. chemotherapy treatments, restorative surgery)* Due to the condition, it is medically necessary for the patient to receive multiple treatments.

None of the above: If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

Employee Name: _____

- (4) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. (e.g., use of nebulizer, dialysis) _____

PART B: Amount of Leave Needed

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as “lifetime,” “unknown,” or “indeterminate” may not be sufficient to determine FMLA coverage.

- (5) Due to the condition, the patient (had / will have) **planned medical treatment(s)** (scheduled medical visits) (e.g. psychotherapy, prenatal appointments) on the following date(s): _____

- (6) Due to the condition, the patient (was / will be) **referred to other health care provider(s)** for evaluation or treatment(s).

State the nature of such treatments: (e.g. cardiologist, physical therapy) _____

Provide your **best estimate** of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for the treatment(s).

Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery (e.g. 3 days/week) _____

- (7) Due to the condition, it is medically necessary for the employee to work a **reduced schedule**.

Provide your **best estimate** of the reduced schedule the employee is able to work. From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy) the employee is able to work: (e.g., 5 hours/day, up to 25 hours a week)

- (8) Due to the condition, the patient (was / will be) **incapacitated for a continuous period of time**, including any time for treatment(s) and/or recovery.

Provide your **best estimate** of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for the period of incapacity.

- (9) Due to the condition, it (was / is / will be) medically necessary for the employee to be absent from work on an **intermittent basis** (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your **best estimate** of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur _____ times per (day / week / month) and are likely to last approximately _____ (hours / days) per episode.

Employee Name: _____

PART C: Essential Job Functions

If provided, the information in Section I question #4 may be used to answer this question. If the employer fails to provide a statement of the employee’s essential functions or a job description, answer these questions based upon the employee’s own description of the essential job functions. An employee who must be absent from work to receive medical treatment(s), such as scheduled medical visits, for a serious health condition is considered to be *not able* to perform the essential job functions of the position during the absence for treatment(s).

- (10) Due to the condition, the employee (was not able / is not able / will not be able) to perform *one or more* of the essential job function(s). Identify at least one essential job function the employee is not able to perform:

Signature of Health Care Provider _____ Date _____ (mm/dd/yyyy)

Definitions of a Serious Health Condition (See 29 C.F.R. §§ 825.113-.115)
Inpatient Care
<ul style="list-style-type: none">• An overnight stay in a hospital, hospice, or residential medical care facility.• Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.
Continuing Treatment by a Health Care Provider (any one or more of the following)
<p><u>Incapacity Plus Treatment:</u> A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either:</p> <ul style="list-style-type: none">○ Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or,○ At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.
<p><u>Pregnancy:</u> Any period of incapacity due to pregnancy or for prenatal care.</p>
<p><u>Chronic Conditions:</u> Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.</p>
<p><u>Permanent or Long-term Conditions:</u> A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer’s disease or the terminal stages of cancer.</p>
<p><u>Conditions Requiring Multiple Treatments:</u> Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.</p>

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.

**Certification of Health Care Provider for
Family Member's Serious Health Condition
under the Family and Medical Leave Act**

U.S. Department of Labor
Wage Hour Division



DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.
RETURN TO THE PATIENT.

OMB Control Number: 1235-0003
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave to care for a family member with a serious health condition to submit a medical certification issued by the family member's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

SECTION I - EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308.** Additionally, you **may not** request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees or employees' family members created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

- (1) Employee name: _____
First Middle Last
- (2) Employer name: _____ Date: _____ (mm/dd/yyyy)
(List date certification requested)
- (3) The medical certification must be returned by _____ (mm/dd/yyyy)
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

SECTION II - EMPLOYEE

Please complete and sign Section II before providing this form to your family member or your family member's health care provider. The FMLA allows an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of your family member. If requested by your employer, your response is required to obtain or retain the benefit of the FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). **You are responsible for making sure the medical certification is provided to your employer within the time frame requested, which must be at least 15 calendar days.** 29 C.F.R. §§ 825.305-825.306. Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA leave request. 29 C.F.R. § 825.313.

- (1) Name of the family member for whom you will provide care: _____
- (2) Select the relationship of the family member to you. The family member is your:
- Spouse Parent Child, under age 18
 Child, age 18 or older and incapable of self-care because of a mental or physical disability

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including in a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for an individual who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a child for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary.

Employee Name: _____

- (3) Briefly describe the care you will provide to your family member: *(Check all that apply)*
- Assistance with basic medical, hygienic, nutritional, or safety needs Transportation
 Physical Care Psychological Comfort Other: _____

(4) Give your **best estimate** of the amount of leave needed to provide the care described: _____

(5) If a **reduced work schedule** is necessary to provide the care described, give your **best estimate** of the reduced schedule you are able to work. From _____ *(mm/dd/yyyy)* to _____ *(mm/dd/yyyy)*, I am able to work _____ *(hours per day)* _____ *(days per week)*.

Employee Signature _____ Date _____ *(mm/dd/yyyy)*

SECTION III - HEALTH CARE PROVIDER

Please provide your contact information, complete all relevant parts of this Section, and sign the form below. A family member of your patient has requested leave under the FMLA to care for your patient. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a family member with a serious health condition. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that *involves inpatient care or continuing treatment by a health care provider*. For more information about the definitions of a serious health condition under the FMLA, see the chart at the end of the form.

You also may, but are **not required** to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient's serious health condition, such as providing the diagnosis and/or course of treatment.

Health Care Provider's name: *(Print)* _____

Health Care Provider's business address: _____

Type of practice / Medical specialty: _____

Telephone: (____) _____ Fax: (____) _____ E-mail: _____

PART A: Medical Information

Limit your response to the medical condition for which the employee is seeking FMLA leave. Your answers should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. **After completing Part A, complete Part B to provide information about the amount of leave needed.** Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

(1) Patient's Name: _____

(2) State the approximate date the condition started or will start: _____ *(mm/dd/yyyy)*

(3) Provide your **best estimate** of how long the condition lasted or will last: _____

(4) For FMLA to apply, care of the patient must be medically necessary. Briefly describe the type of care needed by the patient *(e.g., assistance with basic medical, hygienic, nutritional, safety, transportation needs, physical care, or psychological comfort)*.

Employee Name: _____

(5) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

Inpatient Care: The patient (has been / is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): _____

Incapacity plus Treatment: (e.g. outpatient surgery, strep throat)
Due to the condition, the patient (has been / is expected to be) incapacitated for *more than three* consecutive, full calendar days from _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy).

The patient (was / will be) seen on the following date(s): _____

The condition (has / has not) also resulted in a course of continuing treatment under the supervision of a health care provider (e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment)

Pregnancy: The condition is pregnancy. List the expected delivery date: _____ (mm/dd/yyyy).

Chronic Conditions: (e.g. asthma, migraine headaches) Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.

Permanent or Long Term Conditions: (e.g. Alzheimer's, terminal stages of cancer) Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).

Conditions requiring Multiple Treatments: (e.g. chemotherapy treatments, restorative surgery) Due to the condition, it is medically necessary for the patient to receive multiple treatments.

None of the above: If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

(6) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. (e.g., use of nebulizer, dialysis) _____

PART B: Amount of Leave Needed

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine if the benefits and protections of the FMLA apply.

(7) Due to the condition, the patient (had / will have) **planned medical treatment(s)** (scheduled medical visits) (e.g. psychotherapy, prenatal appointments) on the following date(s): _____

(8) Due to the condition, the patient (was / will be) **referred to other health care provider(s)** for evaluation or treatment(s).

State the nature of such treatments: (e.g. cardiologist, physical therapy) _____

Provide your **best estimate** of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for the treatment(s).

Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery _____ (e.g. 3 days/week)

Employee Name: _____

- (9) Due to the condition, the patient (was / will be) **incapacitated for a continuous period of time**, including any time for treatment(s) and/or recovery.

Provide your **best estimate** of the beginning date: _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for the period of incapacity.

- (10) Due to the condition it, (was / is / will be) medically necessary for the employee to be absent from work to provide care for the patient on an **intermittent basis** (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your **best estimate** of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur _____ times per (day / week / month) and are likely to last approximately _____ (hours / days) per episode.

Signature of Health Care Provider _____ Date _____ (mm/dd/yyyy)

Definitions of a Serious Health Condition (See 29 C.F.R. §§ 825.113-.115)
Inpatient Care
<ul style="list-style-type: none">• An overnight stay in a hospital, hospice, or residential medical care facility.• Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.
Continuing Treatment by a Health Care Provider (any one or more of the following)
<p>Incapacity Plus Treatment: A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either:</p> <ul style="list-style-type: none">○ Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or,○ At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.
<p>Pregnancy: Any period of incapacity due to pregnancy or for prenatal care.</p>
<p>Chronic Conditions: Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.</p>
<p>Permanent or Long-term Conditions: A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer's disease or the terminal stages of cancer.</p>
<p>Conditions Requiring Multiple Treatments: Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.</p>

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.

**Certification for Military Family Leave for
Qualifying Exigency
under the Family and Medical Leave Act**

**U.S. Department of Labor
Wage and Hour Division**



**DO NOT SEND FORM TO THE DEPARTMENT OF LABOR.
RETURN THE COMPLETED FORM TO THE EMPLOYER.**

OMB Control Number: 1235-0003
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that eligible employees may take FMLA leave for a qualifying exigency while the employee's spouse, child, or parent (the military member) is on covered active duty or has been notified of an impending call or order to covered active duty. The FMLA allows an employer to require an employee seeking FMLA leave due to a qualifying exigency to submit a certification. 29 U.S.C. §§ 2613, 2614(c)(3). The employer must give the employee **at least 15 calendar days** to provide the certification. 29 C.F.R. § 825.305(b). If the employee fails to provide complete and sufficient certification, the employee's FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found [on the WHD website at http://www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

SECTION I - EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, it asks the employee for the information necessary for a complete and sufficient qualifying exigency certification, which is set out at 29 C.F.R. § 825.309. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. § 825.309.**

- (1) Employee name: _____
First Middle Last
- (2) Employer name: _____ Date: _____ (mm/dd/yyyy)
(List date certification requested)
- (3) This certification must be returned by _____ (mm/dd/yyyy).
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

SECTION II - EMPLOYEE

Please complete all Parts of Section II and sign the form before returning it to your employer. The FMLA allows an employer to require that you submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a qualifying exigency. If requested by your employer, your response is required to obtain the benefits and protections of the FMLA. 29 C.F.R. § 825.309. Failure to provide a complete and sufficient certification may result in a denial of your FMLA leave request. A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes written documentation confirming a military member's covered active duty or call to covered active duty status. **You are responsible for making sure the certification is provided to your employer within the time frame requested, which must be at least 15 calendar days.** 29 C.F.R. § 825.313.

- (1) Provide the name of the military member on covered active duty or call to covered active duty status:

First Middle Last

- (2) Select your relationship of the military member. The military member is your:

Spouse Parent Child, of any age

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave for a qualifying exigency related a military member who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave for a qualifying exigency related a military member for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary.

Employee Name: _____

PART A: COVERED ACTIVE DUTY STATUS

Covered active duty or call to covered active duty in the case of a member of the Regular Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country. Covered active duty or call to covered active duty in the case of a member of the Reserve components means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation pursuant to: Section 688 of Title 10 of the United States Code; Section 12301(a) of Title 10 of the United States Code; Section 12302 of Title 10 of the United States Code; Section 12304 of Title 10 of the United States Code; Section 12305 of Title 10 of the United States Code; Section 12406 of Title 10 of the United States Code; chapter 15 of Title 10 of the United States Code; or, any other provision of law during a war or during a national emergency declared by the President or Congress so long as it is in support of a contingency operation. 10 U.S.C. § 101(a)(13)(B).

An employer may require the employee to provide a copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to covered active duty status, and the dates of the military member's covered active duty service. **This information need only be provided to the employer once, unless additional leave is needed for a different military member or different deployment.**

- (3) Provide the dates of the military member's covered active duty service: _____
- (4) Please check one of the following and attach the indicated written document to support that the military member is on covered active duty or call to covered active duty status:
 - A copy of the military member's covered active duty orders
 - Other documentation from the military indicating that the military member is on covered active duty or has been notified of an impending call to covered active duty, such as official military correspondence from the military member's chain of command
 - I have previously provided my employer with sufficient written documentation confirming the military member's covered active duty or call to covered active duty status

PART B: APPROPRIATE FACTS

Under the FMLA, leave can be taken for a number of qualifying exigencies. 29 C.F.R. § 825.126(b). Complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes available written documentation which supports the need for leave such as a copy of a meeting announcement for informational briefings sponsored by the military, a document confirming the military member's Rest and Recuperation leave, or other documentation issued by the military which indicates that the military member has been granted Rest and Recuperation leave, or a document confirming an appointment with a third party (e.g., a counselor or school official, or staff at a care facility, a copy of a bill for services for the handling of legal or financial affairs). Please provide appropriate facts related to the particular qualifying exigency to support the FMLA leave request, including information on the type of qualifying exigency and any available written documentation of the exigency event.

- (5) Select the appropriate **Qualifying Exigency Category** and, if needed, provide additional information related to the event:
 - Short notice deployment (*i.e.*, deployment within seven or fewer days of notice)
 - Military events and related activities (*e.g.*, *official ceremonies or events, or family support and assistance programs*):

 - Childcare related activities for the child of the military member (*e.g.*, *arranging for alternative childcare*):

Employee Name: _____

- Care for the military member's parent (e.g., admitting or transferring the parent to a new care facility):

- Financial and legal arrangements related to the deployment (e.g., obtaining military identification cards)
- Counseling related to the deployment (i.e., counseling provided by someone other than a health care provider)
- Military member's short-term, temporary Rest and Recuperation leave (R&R) (leave for this reason is limited to 15 calendar days for each instance of R&R)
- Post deployment activities (e.g., arrival ceremonies, or reintegration briefings and events): _____
- Any other event that the employee and employer agree is a qualifying exigency: _____

(6) Available written documentation supporting this request for leave is (attached / not attached / not available).

PART C: AMOUNT OF LEAVE NEEDED

Provide information concerning the amount of leave that will be needed. Several questions in this section seek a response as to the frequency or duration of the qualifying exigency leave needed. Be as specific as you can; terms such as "unknown" or "indeterminate" may not be sufficient to determine FMLA coverage.

(7) List the approximate date exigency started or will start: _____ (mm/dd/yyyy)

(8) Provide your best estimate of how long the exigency lasted or will last:

From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy)

(9) Due to a qualifying exigency, I need to work a **reduced schedule**. Provide your **best estimate** of the reduced schedule you are able to work:

From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy)

I am able to work _____
(e.g., 5 hours/day, up to 25 hours a week)

(10) Due to a qualifying exigency, I will need to be absent from work for a **continuous period of time**. Provide your **best estimate** of the beginning and ending dates for the period of absence:

From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy)

Employee Name: _____

(11) Due to a qualifying exigency, I will need to be absent from work on an **intermittent basis** (periodically).

Provide your **best estimate** of the frequency (how often) and duration (how long) of each appointment, meeting, or leave event, including any travel time.

Over the next 6 months, absences on an **intermittent basis** are estimated to occur: _____ times per
(day / week / month) and are likely to last approximately _____ (hours / days) per episode.

(12) My leave is due to a qualifying exigency that involves **Rest and Recuperation leave** (R & R) of the military member (leave for this reason is limited to 15 calendar days for each instance of R & R leave).

List the dates of the military member's R & R leave:

From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy)

PART D: THIRD PARTY INFORMATION

If applicable, please provide information below that may be used by your employer to verify meetings or appointments with a third party related to the qualifying exigency. Examples of meetings with third parties include: arranging for childcare or parental care, to attend non-medical counseling, to attend meetings with school, childcare or parental care providers, to make financial or legal arrangements, to act as the military member's representative before a federal, state, or local agency for purposes of obtaining, arranging or appealing military service benefits, or to attend any event sponsored by the military or military service organizations. This information may be used by your employer to verify that the information contained on this form is accurate.

Individual (e.g., name and title) or Entity / Organization: _____

Address: _____

Telephone: () _____ Fax: () _____ E-mail: _____

Describe purpose of meeting: _____

Employee
Signature _____ Date _____ (mm/dd/yyyy)

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

**DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF DEPARTMENT OF LABOR.
RETURN FORM TO THE EMPLOYER.**

**Certification for Serious Injury or Illness of a
Current Servicemember for Military Caregiver Leave
under the Family and Medical Leave Act**

**U.S. Department of Labor
Wage Hour Division**



DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.
RETURN TO THE PATIENT.

OMB Control Number: 1235-0003
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that eligible employees may take FMLA leave to care for a covered servicemember with a serious illness or injury. The FMLA allows an employer to require an employee seeking FMLA leave for this purpose to submit a medical certification. 29 U.S.C. §§ 2613, 2614(c)(3). The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

SECTION I - EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, it asks the health care provider for the information necessary for a complete and sufficient medical certification. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. § 825.310. Recertifications are not allowed for FMLA leave to care for a covered servicemember. Where medical certification is requested by an employer, an employee may not be held liable for administrative delays in the issuance of military documents, despite the employee's diligent, good-faith efforts to obtain such documents.** An employer requiring an employee to submit a certification for leave to care for a covered servicemember **must** accept as sufficient certification invitational travel orders (ITOs) or invitational travel authorizations (ITAs) issued to any family member to join an injured or ill servicemember at the servicemember's bedside. An ITO or ITA is sufficient certification for the duration of time specified in the ITO or ITA.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees or employees' family members created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

(1) Employee name: _____
First Middle Last

(2) Employer name: _____ Date: _____ (mm/dd/yyyy)
(List date certification requested)

(3) This certification must be returned by: _____ (mm/dd/yyyy)
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

SECTION II - EMPLOYEE and/or CURRENT SERVICEMEMBER

Please complete all Parts of Section II before having the servicemember's health care provider complete Section III. The FMLA allows an employer to require that an employee submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a serious injury or illness of a covered servicemember. If requested by your employer, your response is required to obtain or retain the benefit of FMLA-protected leave.

PART A: EMPLOYEE INFORMATION

(1) Name of the current servicemember for whom employee is requesting leave: _____

Employee Name: _____

(2) Select your relationship to the current servicemember. You are the current servicemember's:

- Spouse Parent Child Next of Kin

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for a covered servicemember who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a covered servicemember for whom the employee has assumed the obligations of a parent. No biological or legal relationship is necessary. "Next of kin" is the servicemember's nearest blood relative, other than the spouse, parent, son, or daughter, in the following order of priority: (1) a blood relative as designated in writing by the servicemember for purposes of FMLA leave, (2) blood relatives granted legal custody of the servicemember, (3) brothers and sisters, (4) grandparents, (5) aunts and uncles, and (6) first cousins.

PART B: SERVICEMEMBER INFORMATION AND CARE TO BE PROVIDED TO THE SERVICEMEMBER

(3) The servicemember (is / is not) a current member of the Regular Armed Forces, the National Guard or Reserves. If yes, provide the servicemember's military branch, rank and unit currently assigned to: _____

(4) The servicemember (is / is not) assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients, such as a medical hold or warrior transition unit. If yes, provide the name of the medical treatment facility or unit: _____

(5) The servicemember (is / is not) on the Temporary Disability Retired List (TDRL).

(6) Briefly describe the care you will provide to the servicemember: *(Check all that apply)*

- Assistance with basic medical, hygienic, nutritional, or safety needs
 Psychological Comfort Physical Care
 Transportation Other: _____

(7) Give your **best estimate** of the amount of leave needed to provide the care described: _____

(8) If a reduced work schedule is necessary to provide the care described, give your **best estimate** of the reduced work schedule you are able to work. From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy), I am able to work: _____ (hours per day) _____ (days per week).

SECTION III - HEALTH CARE PROVIDER

Please provide your contact information, complete all Parts of this Section fully and completely, and sign the form below. The employee listed at Section I has requested leave under the FMLA to care for a family member who is a current member of the Regular Armed Forces, the National Guard, or the Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. Note: For purposes of FMLA leave, a serious injury or illness is one that was incurred in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces that may render the servicemember medically unfit to perform the duties of the servicemember's office, grade, rank, or rating. "Need for care" includes both physical and psychological care. It includes situations where, for example, due to his or her serious injury or illness, the servicemember is not able to care for his or her own basic medical, hygienic, or nutritional needs or safety, or needs transportation to the doctor. It also includes providing psychological comfort and reassurance which would be beneficial to the servicemember who is receiving inpatient or home

Employee Name: _____

care. A complete and sufficient certification to support a request for FMLA leave due to a current servicemember's serious injury or illness includes written documentation confirming that the servicemember's injury or illness was incurred in the line of duty on active duty or if not, that the current servicemember's injury or illness existed before the beginning of the servicemember's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that the current servicemember is undergoing treatment for such injury or illness by a health care provider listed above.

PART A: HEALTH CARE PROVIDER INFORMATION

Health Care Provider's Name: *(Print)* _____

Health Care Provider's business address: _____

Type of practice/Medical specialty: _____

Telephone: (____) _____ Fax: (____) _____ E-mail: _____

Please select the type of FMLA health care provider you are:

- DOD health care provider
- VA health care provider
- DOD TRICARE network authorized private health care provider
- DOD non-network TRICARE authorized private health care provider
- Health care provider as defined in 29 C.F.R. § 825.125

PART B: MEDICAL INFORMATION

Please provide appropriate medical information of the patient as requested below. Limit your responses to the servicemember's condition for which the employee is seeking leave. If you are unable to make some of the military-related determinations contained below, you are permitted to rely upon determinations from an authorized DOD representative, such as a DOD recovery care coordinator. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), or genetic services, as defined in 29 C.F.R. §1635.3(e).

(1) Patient's Name: _____

(2) List the approximate date condition started or will start: _____ *(mm/dd/yyyy)*

(3) Provide your **best estimate** of how long the condition will last: _____

(4) The servicemember's injury or illness: *(Select as appropriate)*

- Was incurred in the line of duty on active duty.
- Existed before the beginning of the servicemember's active duty and was aggravated by service in the line of duty on active duty.
- None of the above.

(5) The servicemember (is / is not) undergoing medical treatment, recuperation, or therapy for this condition.

If yes, briefly describe the medical treatment, recuperation or therapy: _____

Employee Name: _____

- (6) The current servicemember's medical condition is classified as: *(Select as appropriate)*
- (VSI) Very Seriously Ill/Injured** Illness/Injury is of such a severity that life is imminently endangered. Family members are requested at bedside immediately. *Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.*
 - (SI) Seriously Ill/Injured** Illness/injury is of such severity that there is cause for immediate concern, but there is no imminent danger to life. Family members are requested at bedside. *Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.*
 - OTHER Ill/Injured** A serious injury or illness that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating.
 - NONE OF THE ABOVE.** *Note to Employee: If this box is checked, you may still be eligible to take leave to care for a covered family member with a "serious health condition" under 29 C.F.R. § 825.113 of the FMLA. If such leave is requested, you may be required to complete DOL FORM WH-380-F or an employer-provided form seeking the same information.*

PART C: AMOUNT OF LEAVE NEEDED

For the medical condition checked in Part B, complete all that apply. Some questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage.

- (7) Due to the condition, the servicemember will need care for a **continuous period of time**, including any time for treatment and recovery. Provide your **best estimate** of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for this period of time.
- (8) Due to the condition, it is medically necessary for the servicemember to attend **planned medical treatment** appointments (scheduled medical visits). Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery _____ (e.g. 3 days/week)
- (9) Due to the condition, it is medically necessary for the servicemember to receive care on an **intermittent basis** (periodically), such as the care needed because of episodic flare-ups of the condition or assisting with the servicemember's recovery. Provide your **best estimate** of how often (frequency) and how long (the duration) the intermittent episodes will likely last.
- Over the next 6 months, intermittent care is estimated to occur _____ times per (day / week / month) and are likely to last approximately _____ (hours / days) per episode.

Signature of Health Care Provider _____ Date _____ (mm/dd/yyyy)

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years, in accordance with 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN IT TO THE PATIENT.

Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave under the Family and Medical Leave Act

**U.S. Department of Labor
Wage and Hour Division**



DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.
RETURN TO THE PATIENT.

OMB Control Number: 1235-0003
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that eligible employees may take FMLA leave to care for a covered veteran with a serious illness or injury. The FMLA allows an employer to require an employee seeking FMLA leave for this purpose to submit a medical certification. 29 U.S.C. §§ 2613, 2614(c)(3). The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

SECTION I – EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, it asks the health care provider for the information necessary for a complete and sufficient medical certification. **Recertifications are not allowed for FMLA leave to care for a covered servicemember. Where medical certification is requested by an employer, an employee may not be held liable for administrative delays in the issuance of military documents, despite the employee's diligent, good-faith efforts to obtain such documents.** In lieu of this form or your own certification form, you must accept as sufficient certification of the veteran's serious injury or illness documentation indicating the veteran's enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. § 825.310.**

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees or employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

- (1) Employee name: _____
First Middle Last
- (2) Employer Name: _____ Date: _____ (mm/dd/yyyy)
(List date certification requested)
- (3) This certification must be returned by: _____ (mm/dd/yyyy)
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

SECTION II - EMPLOYEE and/or VETERAN

Please complete all Parts in Section II before having the veteran's health care provider complete Section III. The FMLA allows an employer to require that an employee submit a timely, complete, and sufficient certification to support a request for military caregiver leave under the FMLA due to a serious injury or illness of a covered veteran. If requested by the employer, your response is required to obtain or retain the benefit of FMLA-protected leave. The employer must give an employee **at least 15 calendar days** to return this form to the employer. 29 U.S.C. §§ 2613, 2614(c)(3).

PART A: EMPLOYEE INFORMATION

- (1) Name of veteran for whom employee is requesting leave: _____
First Middle Last

Employee Name: _____

(2) Select your relationship to the veteran. You are the veteran's:

- Spouse Parent Child Next of Kin

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for a covered servicemember who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a covered servicemember for whom the employee has assumed the obligations of a parent. No biological or legal relationship is necessary. "Next of kin" is the veteran's nearest blood relative, other than the spouse, parent, son, or daughter, in the following order of priority: (1) a blood relative as designated in writing by the veteran for purposes of FMLA leave, (2) blood relatives granted legal custody of the veteran, (3) brothers and sisters, (4) grandparents, (5) aunts and uncles, and (6) first cousins.

PART B: VETERAN INFORMATION AND CARE TO BE PROVIDED TO THE VETERAN

(3) The veteran was (honorably / dishonorably) discharged or released from the Armed Forces, including the National Guard or Reserves. List the date of the veteran's discharge: _____ (mm/dd/yyyy)

(4) Please provide the veteran's military branch, rank and unit at the time of discharge: _____

(5) The veteran (is / is not) receiving medical treatment, recuperation, or therapy for an injury or illness.

(6) Briefly describe the care you will provide to the veteran: (Check all that apply)

- Assistance with basic medical, hygienic, nutritional, or safety needs Transportation
 Psychological Comfort Physical Care Other: _____

(7) Give your **best estimate** of the amount of FMLA leave needed to provide the care described: _____

(8) If a **reduced work schedule** is necessary to provide the care described, give your **best estimate** of the reduced work schedule you are able to work. From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy) I am able to work: _____ (hours per day) _____ (days per week).

SECTION III - HEALTH CARE PROVIDER

Please provide your contact information, complete all Parts of this Section fully and completely, and sign the form below. The employee named in Section I has requested leave under the military caregiver leave provision of the FMLA to care for a family member who is a veteran.

Note: For purposes of FMLA military caregiver leave, a serious injury or illness means an injury or illness incurred by the servicemember in the line of duty on active duty in the Armed Forces (or that existed before the beginning of the servicemember's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the servicemember became a veteran, and is: a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans' Affairs Program of Comprehensive Assistance for Family Caregivers.

Employee Name: _____

“Need for care” includes both physical and psychological care. It includes situations where, for example, due to his or her serious injury or illness, the veteran is not able to care for his or her own basic medical, hygienic, or nutritional needs or safety, or needs transportation to the doctor. It also includes providing psychological comfort and reassurance which would be beneficial to the veteran who is receiving inpatient or home care.

A complete and sufficient certification to support a request for FMLA military caregiver leave due to a covered veteran’s serious injury or illness includes written documentation confirming that the veteran’s injury or illness was incurred in the line of duty on active duty or existed before the beginning of the veteran’s active duty and was aggravated by service in the line of duty on active duty, and that the veteran is undergoing treatment, recuperation, or therapy for such injury or illness by a health care provider listed above. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

PART A: HEALTH CARE PROVIDER INFORMATION

Health Care Provider’s Name: *(Print)* _____

Health Care Provider’s business address: _____

Type of Practice/Medical Specialty: _____

Telephone: (____) _____ Fax: (____) _____ E-mail: _____

Please select the type of FMLA health care provider you are:

- DOD health care provider
- VA health care provider
- DOD TRICARE network authorized private health care provider
- DOD non-network TRICARE authorized private health care provider
- Health care provider as defined in 29 CFR 825.125

PART B: MEDICAL INFORMATION

Please provide appropriate medical information of the patient as requested below. Limit your responses to the veteran’s condition for which the employee is seeking leave. If you are unable to make certain military-related determinations contained below, you are permitted to rely upon determinations from an authorized DOD representative, such as a DOD Recovery Care Coordinator, or an authorized VA representative. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), or genetic services, as defined in 29 C.F.R. § 1635.3(e).

(1) Patient’s Name: _____

(2) List the approximate date condition started or will start: _____ *(mm/dd/yyyy)*

(3) Provide your **best estimate** of how long the condition will last: _____

(4) The veteran’s injury or illness: *(Select as appropriate)*

- Was incurred in the line of duty on active duty
- Existed before the beginning of the veteran’s active duty and was aggravated by service in the line of duty on active duty
- None of the above

The veteran (is / is not) undergoing medical treatment, recuperation, or therapy for this condition. If yes, briefly describe the medical treatment, recuperation, or therapy: _____

CONTINUATION OF HEALTH CARE BENEFITS FORM
(Family and Medical Leave Act of 1993 – “FMLA”)

Name: _____

Home Address: _____

Home Phone Number: _____

Work Location: _____

Work Phone Number: _____

Immediate Supervisor: _____

Supervisor’s Phone Number: _____

Premium Amount Due from Employee: _____ per _____

Payments must be received on or before the _____ of each ___ week / ___ month.

Payments must be sent to: _____ at

_____.

EMPLOYEE ACKNOWLEDGMENT

It is my understanding that while I am on a Family or Medical leave, I may continue to make payments for premiums towards any medical, dental, and life insurance coverage that I may now have.

I agree to pay the amounts listed above on or before the due dates listed above as my share of the premium for any medical, dental, or life insurance in which my family or I am enrolled.

I acknowledge and understand that non-payment of these premiums may result in the suspension of my medical, dental, or life insurance benefits and that I, or my dependents, may have to re-qualify for insurance benefits during the next available enrollment period. I agree that in the event that the Company makes any payments of premiums on my behalf that I am personally responsible for paying, I will reimburse the Company in full for those payments and, further, I agree that those payments may be deducted from any amounts owed to me by the Company.

Signature: _____

Date: _____

RETURN TO WORK STATUS FORM

EMPLOYEE - IMMEDIATELY RETURN THIS FORM TO HUMAN RESOURCES

TO BE COMPLETED BY PHYSICIAN/CLINIC: TODAY'S DATE: _____
NAME: _____

JOB TITLE: _____

THE EMPLOYEE MAY WORK WITH THE FOLLOWING RESTRICTIONS:

- ___ A – NONE
- ___ B – REDUCED HOURS AS FOLLOWS:
- ___ C – REDUCED WORK EFFORT AS FOLLOWS:

CHECK THOSE APPLICABLE:

- ___ NO PROLONGED STANDING/WALKING
- ___ NO LIFTING MORE THAN _____ LBS.
- ___ KEEP WOUND DRESSING CLEAN AND DRY
- ___ NO USE OF AFFECTED EXTREMITY
- ___ NO OVERHEAD LIFTING
- ___ NO SQUATTING, CRAWLING OR KNEELING
- ___ NO OPERATING POWER TOOLS
- ___ NO OPERATING HEAVY MACHINERY
- ___ NO OPERATING MOTOR VEHICLES
- ___ NO WORKING AT HEIGHTS EXCEEDING _____
- ___ MEDICATION LIMITATIONS (PLEASE EXPLAIN BELOW)
- ___ FURTHER OR OTHER RESTRICTIONS:

___ RETURN TO DOCTOR FOR RE-EVALUATION ON _____

REMARKS:

Doctor's Office/Clinic Name Phone Number

Attending Physician's Signature