

Table of Contents

1. Welcome

1.2. Purpose of Handbook

1.3. At-Will Employment

2. Workplace Commitments

2.1. Equal Opportunity Employment

2.2. Non-Harassment / Non-Discrimination

2.3. Drug Free / Alcohol Free

2.4. Open Door Policy

3. Company Policy and Procedures

3.1. Code of Professional Conduct

3.2. Dress Code

3.3. Payday

3.4. Company Property

3.5. Privacy

3.6. Personnel Files

4. Employment Classification

4.1. Exempt

4.2. Non-Exempt

4.3. Part-Time, Full-Time or Temporary Status

5. Attendance Policies

5.1. General Attendance

5.2. Tardiness

5.3. Breaks

6. Leave Policies

6.1. Vacation

6.2. Sick Leave

6.3. Family and Medical Leave Act

6.4. Holidays

6.5. Jury Duty

6.6. Voting

6.7. Military Leave

6.8. Leave of Absence

7. Work Performance

7.1. Expectations

7.2. Reviews

7.3. Insubordination

8. Discipline Policy

8.1. Grounds for Disciplinary Action

8.2. Procedures

8.3. Termination

9. Employee Health and Safety

9.1. Workplace Safety

9.2. Workplace Security

9.3. Emergency Procedures

10. Benefits

10.1. Health Insurance

10.2. Retirement Plans

10.3. Worker's Compensation

10.4. Disability

11. Termination Policies

11.1. Voluntary Termination

11.2. Final Paycheck

11.3. COBRA Continuation of Benefits

11.4. Exit Interview

12. Acknowledgments of Receipt

12.1. Equal opportunity/Harassment

12.2 Misappropriation of Funds

12.3 Sleeping on duty

12.4 Visitors

12.5 Confidentiality

12.6 Law enforcement

12.7 Work Hours

13.1 Payroll Procedures

13.2 Fair Labor Standards Act Policy

13.3 Performance Evaluation

13.4 Education information/Staff trainings

13.5 Workers compensation

13.7 Pregnancy

13.9 Safety & Health

14.1 Termination of employment

14.2 Consolidated Omnibus Budget Reconciliation Act (COBRA)

Section 1 - Welcome

1.2 Purpose of this Handbook

This handbook has been prepared to inform new employees of the policies and procedures of this company and to establish the company's expectations. It is not all inclusive or intended to provide strict interpretations of our policies; rather, it offers an overview of the work environment. This handbook is not a contract, expressed or implied, guarantying employment for any length of time and is not intended to induce an employee to accept employment with the company.

The company reserves the right to unilaterally revise, suspend, revoke, terminate or change any of its policies, in whole or in part, whether described within this handbook or elsewhere, in its sole discretion. If any discrepancy between this handbook and current company policy arises, conform to current company policy. Every effort will be made to keep you informed of the company's policies, however we cannot guarantee that notice of revisions will be provided. Feel free to ask questions about any of the information within this handbook.

This handbook supersedes and replaces any and all personnel policies and manuals previously distributed, made available or applicable to employees.

1.3 At-Will Employment

Employment at this company is at-will. An at-will employment relationship can be terminated at any time, with or without reason or notice by either the employer or the employee. This at-will employment relationship exists regardless of any statements by office personnel to the contrary. Only Roderick Davis/CEO is authorized to

modify the at-will nature of the employment relationship, and the modification must be In writing.

Section 2 – Workplace Commitments

2.1 Equal Opportunity Employment

This company is an equal opportunity employer and does not unlawfully discriminate against employees or applicants for employment on the basis of an individual's race, color, religion, creed, sex, national origin, age, disability, marital status, veteran status or any other status protected by applicable law. This policy applies to all terms, conditions and privileges of employment, including recruitment, hiring, placement, compensation, promotion, discipline and termination.

Whenever possible, the company makes reasonable accommodations for qualified individuals with disabilities to the extent required by law. Employees who would like to request a reasonable accommodation should contact Roderick Davis/Administrator.

2.2 Non-Harassment Policy / Non-Discrimination Policy

This company prohibits discrimination or harassment based on race, color, religion, creed, sex, national origin, age, disability, marital status, veteran status or any other status protected by applicable law. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and is free from discriminatory practices, including without limitation harassment. Consistent with its workplace policy of equal employment opportunity, the company prohibits and will not tolerate harassment on the basis of race, color, religion, creed, sex, national origin, age, disability, marital status, veteran status or any other status protected by applicable law. Violations of this policy will not be tolerated.

Discrimination includes, but is not limited to: making any employment decision or

employment related action on the basis of race, color, religion, creed, age, sex, disability, national origin, marital or veteran status, or any other status protected by applicable law.

Harassment is generally defined as unwelcome verbal or non-verbal conduct, based upon a person's protected characteristic, that denigrates or shows hostility or aversion toward the person because of the characteristic, and which affects the person's employment opportunities or benefits, has the purpose or effect of unreasonably interfering with the person's work performance, or has the purpose or effect of creating an intimidating, hostile or offensive working environment. Harassing conduct includes, but is not limited to: epithets; slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group based on their protected characteristic.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal, visual or physical conduct of a sexual nature, when:

1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of sexual harassment include: unwelcome or unsolicited sexual advances; displaying sexually suggestive material; unwelcome sexual flirtations, advances or propositions; suggestive comments; verbal abuse of a sexual nature; sexually oriented jokes; crude or vulgar language or gestures; graphic or verbal commentaries about an individual's body; display or distribution of obscene materials; physical contact such as patting, pinching or brushing against someone's body; or physical assault of a sexual nature.

Reporting:

Any company employee who feels that he or she has been harassed or discriminated against, or has witnessed or become aware of discrimination or harassment in violation

of these policies, should bring the matter to the immediate attention of his or her supervisor or [enter name of alternative person to whom employees can report]. The company will promptly investigate all allegations of discrimination and harassment, and take action as appropriate based on the outcome of the investigation. An investigation and its results will be treated as confidential to the extent feasible, and the company will take appropriate action based on the outcome of the investigation.

No employee will be retaliated against for making a complaint in good faith regarding a violation of these policies, or for participating in good faith in an investigation pursuant to these policies. If an employee feels he/she has been retaliated against, the employee should file a complaint using the procedures set forth above.

2.3 Drug-Free / Alcohol-Free Environment

Employees are prohibited from unlawfully consuming, distributing, possessing, selling, or using controlled substances while on duty. In addition, employees may not be under the influence of any controlled substance, such as drugs or alcohol, while at work, on company premises or engaged in company business. Prescription drugs or over-the-counter medications, taken as prescribed, are an exception to this policy.

Anyone violating this policy may be subject to disciplinary action, up to and including termination.

2.4 Open Door Policy

The company has an open door policy and takes employee concerns and problems seriously. The company values each employee and strives to provide a positive work experience. Employees are encouraged to bring any workplace concerns or problems they might have or know about to their supervisor or some other member of management.

Section 3 – Company Policies and Procedures

3.1 Professional Conduct

This company expects its employees to adhere to a standard of professional conduct and integrity. This ensures that the work environment is safe, comfortable and productive. Employees should be respectful, courteous, and mindful of others' feelings and needs. General cooperation between coworkers and supervisors is expected. Individuals who act in an unprofessional manner may be subject to disciplinary action.

3.2 Dress Code

An employee's personal appearance and hygiene is a reflection on the company's character. Employees are expected to dress appropriately for their individual work responsibilities and position.

3.3 Payday

Paychecks are distributed Bi-weekly after 11:00 Am. If the pay date lands on a holiday, paychecks will be distributed on the closest business day before the holiday.

The paycheck will reflect work performed for the prior two week period. Paychecks include salary or wages earned less any mandatory or elected deductions. Mandatory deductions include Federal fingerprinting, federal or state withholding tax, and other withholdings.

Elected deductions are deductions authorized by the employee, and may include, for example, contributions to benefit plans.

Employees may contact administrator to obtain the necessary authorization forms for requesting additional deductions from their paychecks.

Notify a supervisor if the paycheck appears to be inaccurate or if it has been misplaced.

The company reserves the right to charge a replacement fee for any lost paychecks.

Advances on paychecks are permitted per administrators permission. Information regarding final paychecks can be found under the termination section of this handbook.

Any change in name, address, telephone number, marital status or number of exemptions claimed by an employee must be reported to the administrator immediately.

3.4 Company Property

Company property, such as equipment, vehicles, telephones, computers, and software, is not for private use. These devices are to be used strictly for company business, and are not permitted off grounds unless authorized. Company property must be used in the manner for which it was intended. Upon termination, employees are required to surrender any company property they possess.

Company computers, internet and emails are a privileged resource, and must be used only to complete essential job-related functions. Employees are not permitted to download any “pirated” software, files or programs and must receive permission from a supervisor before installing any new software on a company computer. Files or programs stored on company computers may not be copied for personal use.

Phones are provided for business use. The company requests that employees not receive personal calls while on duty. If urgent, please keep personal calls to a minimum and conversations brief. Personal long distance calls are not permitted.

Employees are reminded that they should have no expectation of privacy in their use of company computers or other electronic equipment.

Violations of these policies could result in disciplinary action and/or termination.

3.5 Privacy

Employees and employers share a relationship based on trust and mutual respect.

However, the company retains the right to access all company property including computers, desks, file cabinets, storage facilities, and files and folders, electronic or otherwise, at any time. Employees should not entertain any expectations of privacy when on company grounds or while using company property.

All documents, files, voice-mails and electronic information, including e-mails and other communications, created, received or maintained on or through company property are the property of the company, not the employee. Therefore employees should have no expectation of privacy over those files or documents.

3.6 Personnel Files

The company maintains a personnel file on each employee. These files are kept confidential to the extent possible. Employees may review their personnel file upon request.

It is important that personnel files accurately reflect each employee's personal information. Employees are expected to inform the company of any change in name, address, home phone number, home address, marital status, number of dependents or emergency contact information. Employee's files will be kept confidential and secured at all times.

Section 4 - Employment Classification

This company assigns positions, determines wages and compensates employees for overtime in accordance with state and local laws and the Fair Labor Standards Act.

4.1 Exempt Employees

Exempt employees are those that are excluded from the overtime pay requirements of the Fair Labor Standards Act. Exempt employees are paid a salary and are expected to work beyond their normal work hours whenever necessary to accomplish the work of the company. Exempt employees are not eligible to receive overtime compensation. Employees should consult with an administrator if they have questions regarding their classification as an exempt employee.

4.2 Non-Exempt Employees

Non-exempt employees are those eligible for overtime pay of 1.5 times the regular hourly rate of pay for all hours worked over 40 per work week. All overtime must be approved in advance. Employees should consult with an administrator if they have questions regarding their classification as a non-exempt employee.

4.3 Part Time, Full Time or Temporary Status

Part-time or full-time status depends on the number of hours per week an employee works. Regular employees who work fewer than 36 hrs receive part-time classification. Part-time employees are not eligible for employee benefits as described in this handbook. Regular employees who work at least 36 receive full-time classification.

From time to time the company may hire employees for specific projects or periods of time. Temporary employees may work either part-time or full-time, but generally are scheduled to terminate by a certain date. Temporary employees who remain on duty past the scheduled termination remain classified as temporary.

Only the Administrator may change an employee's temporary status. Temporary employees are not eligible for employment benefits.

Section 5 – Attendance Policies

5.1 General Attendance

The company maintains normal working hours of 8am-8pm. Hours may vary depending on work location and job responsibilities. Supervisors will provide employees with their work schedule. Should an employee have any questions regarding his/her work schedule, the employee should contact the supervisor.

The company does not tolerate absenteeism without a documented excuse. Employees who will be late to or absent from work should notify a supervisor 2hrs in advance, or as soon as practicable in the event the employee is not permitted. Chronic absenteeism may result in disciplinary action. No Call No show will be accepted as a quit and documented as such.

Employees who need to leave early, for illness or otherwise, should inform a supervisor before departure. Unauthorized departures will be accepted as walking off the job and documented as a quit. Employees will work on a point system. (The Point system is given to each employee at the start of employment and located in the homes policy book.)

Employees six points system: [Absent 1pt] [Late 1/2pt] [Leave early after 4 hrs ½ pt] [Leave early before 3 hrs 1pt]

[3 pts Verbal Warning] [5pts Written Warning] [6pts Final warning disciplinary action/termination]

5.2 Tardiness

Employees are expected to arrive on time and ready for work. An employee who arrives 1 minute after their scheduled arrival time is considered tardy. The company recognizes that situations arise which hinder punctuality; regardless, excessive tardiness is prohibited, and may be subject to disciplinary action.

5.3 Breaks

When working conditions permit, and pending a supervisor's approval, employees are entitled to 30 minute paid break or 1 hour unpaid for every 12 hours worked. Meal periods must be approved by a supervisor if the employee chooses to leave the premises.(Attendance policy is subject to change and can be located in the homes policy book)

Section 6 – Leave Policies

6.1 Vacations

The company provides, unpaid vacations for its eligible employees. Forward requests for time off in advance to a supervisor, who may approve or deny the request based on company resources. The company is flexible in approving time off when doing so would not interfere with company operations. Vacation days are granted only on a full day or half-day basis.

A regular employee is eligible to receive 3 days of unpaid time off after 90 work days of full-time service. And 6 days of unpaid time off after a 3 years of employment

Employees must earn and accrue vacation benefits before they may be used.

Employees should consult management regarding the amount of vacation.

Any remaining accrued time off may not be accumulated or carried forward into the next year. Vacation benefits do not accrue during any period of extended leave of absence.

6.2 Sick Leave

Situations may arise where an employee needs to take time off to address medical or other health concerns. The company requests that employees provide notification and documentation to their supervisor of the need to take time off.

Sick days are granted on a unpaid basis to regular employees. Days off for documented medical needs and given in advance will not be counted towards the point system.

6.4 Holidays

The company observes the following holidays:

- New Year's Day**
- Independence Day**
- Thanksgiving**
- Christmas Day**

Holidays are observed on a paid basis for all eligible employees. [Full time employees are eligible for paid holiday benefits.]

6.5 Jury Duty Time Off

The company understands that occasionally employees are called to serve on a jury. Employees who are selected for jury duty must provide a copy of their jury summons to a supervisor. Time taken for jury duty is granted on a unpaid basis. Employees released from jury duty with 6 hours remaining in the workday, are expected to return to work.

6.6 Voting Time Off

Employees are encouraged to participate in elections. The company grants incremental time off to cast a ballot in an election. Voting time off is granted on a unpaid basis. Should extenuating circumstances arise while voting, notify a supervisor as soon as possible.

6.7 Military Leave

Employees called to active military duty, military reserve or National Guard service may be eligible to receive time off under the Uniformed Services Employment and Reemployment Rights Act of 1994. To receive time off, employees must provide notice and a copy of their report orders to an immediate supervisor. Military leave is granted on a unpaid basis. Upon return with an honorable discharge, an employee may be entitled to reinstatement and any applicable job benefits they would have received if present, to the extent provided by law.

6.8 Leave of Absence

Regular full-time employees may request an unpaid leave of absence after the exhaustion of unpaid leave. A request for a leave of absence must be submitted in writing in advance to the employee's immediate supervisor.

Leave of absences that are granted are unpaid, and will not be considered until an employee has exhausted all appropriate accrued leave balances. Continuation of employee benefits during a leave of absence will be addressed on an individual basis, as required by law.

Section 7 – Work Performance

7.1 Expectations

The company expects every employee to act in a professional manner. Satisfactory performance of job duties and responsibilities is key to this expectation. Employees should attempt to achieve their job objectives, and act with diligence and consideration at all times. Poor job performance can result in disciplinary action, up to and including termination.

7.2 Reviews

The company may periodically evaluate an employee's performance. The goal of a performance review is to identify areas where an employee excels and areas that need improvement. The company uses performance reviews as a tool to determine pay increases, promotions and/or terminations.

All performance reviews are based on merit, achievement and other factors may include but are not limited to:

- Quality of work
- Attitude
- Knowledge of work
- Job skills
- Attendance and punctuality
- Teamwork and cooperation
- Compliance with company policy
- Past performance reviews
- Improvement
- Acceptance of responsibility and constructive feedback

Employees should note that a performance review does not guarantee a pay increase or promotion. Written performance evaluations may be made at any time to advise

employees of unacceptable performance.

Evaluations or any subsequent change in employment status, position or pay does not alter the employee's at will-relationship with the company.

Forward any questions about performance expectation or evaluation to the supervisor conducting the evaluation.

7.3 Insubordination

Supervisors and employees should interact with mutual respect and common courtesy.

Employees are expected to take instruction from supervisors or other persons of authority. Failure to comply with instructions or unreasonably delaying compliance is considered insubordination. Acts of insubordination are subject to disciplinary action, up to and including termination.

If an employee disagrees with a supervisor, the employee should first try to mediate the situation by explaining their position. If possible, a compromise might be met and accusations of insubordination avoided.

Section 8 – Discipline Policy

8.1 Grounds for Disciplinary Action

The company reserves the right to discipline and/or terminate any employee who violates company policies, practices or rules of conduct. Poor performance and misconduct are also grounds for discipline or termination.

The following actions are unacceptable and considered grounds for disciplinary action.

This list is not comprehensive; rather, it is meant merely as an example of the types of conduct that this company does not tolerate. These actions include, but are not limited to:

- Engaging in acts of discrimination or harassment in the workplace;
- Possessing, distributing or being under the influence of illicit controlled substances;
- Being under the influence of a controlled substance or alcohol at work, on company premises, or while engaged in company business;
- Unauthorized use of company property, equipment, devices or assets;
- Damage, destruction or theft of company property, equipment, devices or assets;
- Removing company property without prior authorization or disseminating company information without authorization;
- Falsification, misrepresentation or omission of information, documents or records;
- Insubordination or refusal to comply with directives;
- Failing to adequately perform job responsibilities;
- Excessive or unexcused absenteeism or tardiness;
- Disclosing confidential or proprietary company information without permission;
- Illegal or violent activity;
- Falsifying injury reports or reasons for leave;
- Possessing unauthorized weapons on premises;
- Disregard for safety and security procedures;
- Disparaging or disrespecting supervisors and/or co-workers; and

- Any other action or conduct that is inconsistent with company policies, procedures, standards or expectations.

This list exhibits the types of actions or events that are subject to disciplinary action. It is not intended to indicate every act that could lead to disciplinary action. The company reserves the right to determine the severity and extent of any disciplinary action based on the circumstances of each case.

8.2 Procedures

Disciplinary action is any one of a number of options used to correct unacceptable behavior or actions. Discipline may take the form of oral warnings, written warnings, probation, suspension, demotion, discharge, removal or some other disciplinary action, in no particular order. The course of action will be determined by the company at its sole discretion as it deems appropriate.

8.3 Termination

Employment with the company is on an at-will basis and may be terminated voluntarily or involuntarily at any time.

Upon termination, an employee is required:

- to continue to work until the last scheduled day of employment;
- to turn in all reports and paperwork required to be completed by the employee when due and no later than the last day of work;
- to return all files, documents, equipment, keys, access cards, software or other property belonging to the company that are in the employee's possession, custody or control, and turn in all passwords to his/her supervisor;
- to participate in an exit interview as requested by Management.

Section 9 – Health and Safety

9.1 Workplace Safety

The company takes every reasonable precaution to ensure that employees have a safe working environment. Safety measures and rules are in place for the protection of all employees. Ultimately, it is the responsibility of each employee to help prevent accidents. To ensure the continuation of a safe workplace, all employees should review and understand all provisions of the company's workplace safety policy. Employees should use all safety and protective equipment provided to them, and maintain work areas in a safe and orderly manner, free from hazardous conditions.

Employees who observe an unsafe practice or condition should report it to a supervisor or management immediately. Employees are prohibited from making threats against anyone in connection with his/her work or engaging in violent activities while in the employ of the company. Any questions regarding safety and safe practices should be directed to Management.

In the event of an accident, employees must notify a supervisor immediately. Report every injury, regardless of how minor, to a supervisor immediately. Physical discomfort caused by repetitive tasks must also be reported. For more information about on the job injuries, refer to the worker's compensation section of this handbook.

Employees should recognize any potential fire hazards and be aware of fire escape routes and fire drills. Do not block fire exits, tamper with fire extinguishers or otherwise create fire hazards.

9.2 Workplace Security

Employees must be alert and aware of any potential dangers to themselves or their coworkers. Take every precaution to ensure that your surroundings are safe and secure. Guard personal belongings and company property. Visitors should be escorted at all times. Report any suspicious activity to a supervisor immediately.

9.3 Emergency Procedures

All emergency procedures are posted and located in the home policy books. All emergency procedures should be followed.

Section 10 - Employee Benefits

This handbook contains descriptions of some of our current employee benefits. Many of the company's benefit plans are described in more formal plan documents available from management. In the event of any inconsistencies between this handbook or any other oral or written description of benefits and a formal plan document, the formal plan document will govern.

10.1 Health Insurance

The company makes group health benefits available to eligible employees and their family members. Eligible employees are full time employees who have worked for 3 months. Health benefits are paid in part by the company. The remainder of the costs is the employee's responsibility. Employees can receive details about benefits provided, contribution rates and eligibility from management.

10.2 Retirement Plan

The company participates in a 401(k) plan so that employees may save a portion of their earnings for retirement. Regular employees who have worked at least 48 months are eligible to participate. Employees may elect to make regular contributions to the 401(k) plan up to the maximum amount allowed by federal law.

Contact Roderick Davis for detailed information regarding eligibility, employee contributions, vesting period or employer contributions. More information can also be found in the plan summary description, which is available from Goldsmith and associates. If there are any inconsistencies between this handbook and any of the Summary Plan Descriptions, the Summary Plan Descriptions shall govern. The company reserves the right to modify or terminate any or all of its retirement benefits or to change benefit providers at any time with or without notice.

10.3 Workers' Compensation

As required by law, the company provides workers' compensation benefits for the protection of employees with work-related injuries or illnesses.

Workers' compensation insurance provides coverage to employees who receive jobrelated injuries or illnesses. If an employee is injured or becomes ill as a result of his/her

job, it is the employee's responsibility to immediately notify a supervisor of their injury

in order to receive benefits. Report every illness or injury to a supervisor, regardless of

how minor it appears. The company will advise the employee of the procedure for

submitting a workers' compensation claim. If necessary, injured employees will be

referred to a medical care facility. Employees should retain all paperwork provided to

them by the medical facility. Failure to report a work-related illness or injury promptly could

result in denial of benefits. An employee's report should contain as many details as possible,

including the date, time, description of the illness or injury, and the names of any witnesses.

A separate insurance company administers the worker's compensation insurance.

Representatives of this company may contact injured employees regarding their

benefits under the plan. Additional information regarding workers' compensation is

available from Roderick Davis.

11.2 Final Paycheck

Employees who terminate employment with the company will be given their final pay Check on the normal pay period. Should the employee be unable to personally retrieve their paycheck, it will be mailed to the address on file.

11.3 COBRA Continuation of Health Benefits

Under the federal Consolidated Omnibus Budget Reconciliation Act (COBRA), a qualified employee who terminates employment (for reasons other than gross misconduct on the employee's part) or who loses health and dental coverage due to a reduction in work hours may temporarily continue group health and dental coverage for him/herself, his/her spouse, and any covered dependent children at the full premium rate plus administrative fees. That eligibility normally extends for a period of eighteen (18) months from the qualifying date. For more information regarding COBRA health insurance benefits, see Roderick Davis.

11.4 Exit Interview

The company may request an exit interview upon notice of termination. The purpose of the exit interview is to complete necessary forms, collect company property and discuss employment experiences with the company.

Confidentiality

11.5

Each recipient/consumer has a right to confidentiality. In accepting employment at DAVIS BETTER CARE LLC,

employees are placed in a position of trust in regard to any and all information regarding the recipients.

Employees must constantly be aware of the confidential nature of all information regarding the recipients.

Information concerning recipients is not to be discussed outside the workplace. Information concerning

recipients should not be released, whether written, orally or over the phone, to any individual or agency without the approval of DAVIS BETTER CARE LLC.

If anyone contacts you about a resident for which this section may be applicable, immediately advise the

Management and direct the person to the Management.

All employees must sign the Agreement Concerning Confidentiality of Information Form as a condition of employment.

All reports, records and data about the testing, care, treatment, reporting and research associated with a

recipient/consumer record is confidential. This includes information related to serious communicable diseases, HIV infection, Acquired Immunodeficiency Syndromes, or Acquired Immunodeficiency Syndrome-related complex. Any employee who releases information in any form about a recipient pertaining to the recipient's HIV status, may be guilty of a misdemeanor, punishable by imprisonment for

not more than one year or a fine of not more than \$5,000 or both, and is liable in a civil action for actual damages or \$1,000, whichever is greater, and costs and reasonable attorney fees. If anyone contacts an employee about a recipient for which this section may be applicable, immediately advise the

Management and direct the person to the Management. Any release of information in any form about a recipient must meet the following guidelines:

- Obtain authorization by the person served and/or his or her legal representative,
- The specific information identified is limited before provision,
- A time limitation is specified,
- Adheres to the guidelines of funders, referral sources and applicable laws.

12.1

[PERSONNEL RECORDS, CLASSIFICATIONS OF EMPLOYMENT, PAYROLL AND QUALIFICATIONS]

Qualifications

Offers of employment will be extended to only those applicants that can demonstrate that they meet all of Davis Better Care LLC.'s credentialing, employment requirements and qualifications. Applicants will be evaluated based on the position for which the applicant has applied. Davis Better Care LLC. reserves the sole discretion to define the required qualifications for each category of staff positions. A Administrator or Home Manager Shall Meet All of the Following Minimum Requirements:

- 1) A high school diploma or general education diploma or equivalent.
- 2) At least 1 year of experience working with the recipient population identified in the home's program statement and admission policy.
- 3) Must be suitable to meet the physical, emotional, social and intellectual needs of each recipient.
- 4) Must be capable of appropriately handling emergency situations.
- 5) Must be capable of assuring program planning, development and implementation of services to recipients consistent with the home's program statement and in accordance with the recipient's assessment plan and care agreement.
- 6) Must be competent in all of the following areas:
 - a) Nutrition
 - b) First Aid
 - c) Cardiopulmonary resuscitation
 - d) Foster care

- e) Safety and fire prevention
- f) Financial and administrative management
- g) Knowledge of the needs of the population being served
- h) Recipient rights
- i) Prevention and containment of communicable diseases

7) Must be in such physical and mental health so as not to negatively affect either the health of the recipient or the quality of his/her care.

8) Administrators Only: As a condition of continued employment, the Administrator must participate in and successfully complete on an annual basis 16 hours of training designated or approved by the Department of Human Services or complete six credit hours at an accredited college or university. Training or education under this section must relate to the home's admission policy and program statement.

Direct Support Professionals Shall Meet All of the Following Minimum Requirements:

- 1) Must be able to complete required reports and follow written and oral instructions that are related to the care and supervision of recipients.
- 2) Must be suitable to meet the physical, emotional, intellectual and social needs of each recipient.
- 3) Must be capable of handling emergency situations.
- 4) Before performing assigned tasks, must be competent in all of the following areas:
 - a) Reporting requirements
 - b) First Aid
 - c) Cardiopulmonary resuscitation
 - d) Personal care, supervision and protection
 - e) Recipient rights
 - f) Safety and fire prevention
 - g) Prevention and containment of communicable diseases
- 5) Must be in such physical and mental health so as not to negatively affect either the health of the recipient or the quality of his/her care.

6) Training Requirements:

a) Orientation

b) Recipient Rights

c) Toolbox

d) Medications and Buddy Training

e) CPR & First Aid, f) Safety Care) g) Gentle Approach/Culture of Gent

Whistleblower Act

Davis Better LLC forbids retaliation against whistleblowers, including retaliation by discharging, threatening or otherwise discriminating against any employee regarding his or her compensation, terms, conditions, location or privileges of employment because the employee or a person acting on his or her behalf reports or is about to report a violation or a suspected violation of federal, state or local laws, rules or regulations to a public body.

12.1

[EQUAL EMPLOYMENT OPPORTUNITIES AND ANTI-HARASSMENT]

Equal Employment Opportunities & Americans with Disabilities Act

DAVIS BETTER CARE LLC provides equal employment opportunities in all terms and conditions of employment to all

employees and applicants for employment without regard to race, color, religion, sex, national origin, age, height, weight, marital status, disability, genetic information, or other legally protected status. In addition, DAVIS BETTER CARE LLC complies with federal, state and local laws governing nondiscrimination in employment at every location at which DAVIS BETTER CARE LLC provides services.

Under Michigan law, a person with a disability needing accommodations for employment must notify

DAVIS BETTER CARE LLC in writing within 182 days after the need is known or reasonably should have been known. Failure to timely notify DAVIS BETTER CARE LLC may result in a loss of your rights. Should you have any questions or concerns about your rights, please contact the Human Resources Department immediately.

DAVIS BETTER CARE LLC will not discriminate against persons with disabilities in regard to any employment practices or terms, conditions and privileges of employment. This prohibition covers all aspects of the employment process, including application, testing, hiring, assignment, evaluation, disciplinary actions, promotion, medical examinations, training, layoff/ recall, termination, compensation, leave, benefits or any other term, condition or privilege of employment.

If you are a qualified individual with a disability covered by the Americans with Disabilities Act, we will make reasonable accommodations available to you, unless such accommodation would impose undue hardship on DAVIS BETTER CARE LLC or the individual presents a direct threat to safety. Please notify the Roderick Davis immediately.

12.2

Misappropriation of Funds

During employment at DAVIS BETTER CARE, an employee may be entrusted with consumer funds or property, including,

but not limited to, corporate monies (petty cash, purchase orders, activity funds, etc.), food stamps, phone

or calling cards, and gasoline accounts.

Any misappropriation or unauthorized possession of consumer or DAVIS BETTER CARE funds or property may result in

immediate termination of employment.

12.3

Sleeping on Duty

DAVIS BETTER CARE strictly prohibits sleeping on duty unless authorized or permitted in the individual's plan of

service (IPOS). Any incident of prohibited sleeping on duty will be reported to Recipient Rights.

Prohibited sleeping on duty may result in immediate termination of employment.

12.4

Visitors

No visitors other than family, guardians or friends of recipients and government officials are allowed in the facility/assisted living community without permission from DAVIS BETTER CARE. Authorized visitors are

permitted only during normal waking hours unless otherwise approved by DAVIS BETTER CARE.

Visitors other than

family, guardians or friends of recipients or government officials must have prior authorization to

visit. Staff shall maintain a log of visitors. This applies to former employees as well as strangers. It is the responsibility of each employee to refer unauthorized visitors to DAVIS BETTER CARE.

Employees are prohibited from visiting the facility/assisted living community during off-duty hours unless DAVIS BETTER CARE gives advance approval. Employees are permitted to pick up their paycheck on payday.

Such visits must be brief and no services may be performed.

Employees are not allowed to have any family/visitors at the facility they are working for any reason. No

visitors are allowed on the premises unless they are signed in on the visitor log and present to specifically

visit one of the consumers.

12.5

Confidentiality of Employer Information

Employees have access to a wide range of confidential DAVIS BETTER CARE information. "Confidential Information" is

information not generally known that the employee obtained solely as a result of his or her employment.

It includes, but is not limited to, written records and lists as well as knowledge of recipients, DAVIS BETTER CARE

suppliers, methods of operation, policies, trade secrets, pricing, financial condition, including information

related to profits, sales, net income and debt.

During employment, employees should only share or discuss confidential information with other employees on a need to know basis. It is not information which should be gossiped about or discussed with any other employees who do not have a need to be aware of that information. Employees should never discuss confidential information with anyone outside of DAVIS BETTER CARE. Furthermore, employees should not

directly or indirectly copy or remove from DAVIS BETTER CARE premises any confidential information unless the

employee has a business reason for doing so and has received prior managerial permission.
When employment ends, employees must return to DAVIS BETTER CARE all originals and all copies of any Confidential

Information in their possession or control.

As a condition of employment employees must sign a confidentiality agreement. That agreement is a legally binding document in which employees acknowledge their obligation to maintain and protect confidential information.

If at any time employees have any questions concerning what is or is not confidential and what their duties are with regard to Confidential Information, they should not hesitate to ask their immediate manager.

12.6 Law Enforcement

Davis Better Care LLC. cooperates with requests from law enforcement personnel, to the extent possible, while maintaining the integrity of the organization's confidentiality policy, personal information

protection policy and protecting the rights of the persons served/supported.

1. If law enforcement personnel enter a DAVIS BETTER CARE facility with a warrant or request to speak to a person

supported, the Case Manager and Rights Officer will be contact immediately in order to assess the situation and assume responsibility and decision-making for the current situation.

2. Upon obtaining the Case Manager and/or Rights Officer's authorization, law enforcement personnel will be escorted to a private area. The Case Manager and/or Rights Officer will provide instruction and any form of advocacy necessary to assist the person supported in understanding the situation and retaining legal counsel as warranted.

3. If DAVIS BETTER CARE and/or the responsible Community Mental Health Agency records or staff are subpoenaed, the Davis Better Care LLC shall be notified immediately. Records may only be released with the knowledge and consent of the responsible Community Mental Health Agency and Davis Better Care LLC.

4. The Davis Better Care LLC and the Board of Directors will decide if hiring legal counsel is necessary

on a case by case basis.

13.1

Payroll Procedures

Paychecks are currently issued on a bi-weekly basis. All required deductions for Federal and State income taxes based on the employee's Forms W-4 and MI-W4, Social Security and Medicare will be withheld automatically from your paycheck.

Please review your paystub for errors. If you find a mistake, report it to the Human Resources Department immediately. The Human Resources Department will investigate and correct any error found. Retaliation for bringing such issues to Davis Better Care attention is strictly prohibited.

Overtime Pay Procedures

Nonexempt employees (see the classifications of employment policy section for the definition of "nonexempt employee") will receive compensation for approved overtime work as follows:

- 1) Straight time (i.e., your regular hourly rate of pay) for all hours worked up to forty (40) hours in any given workweek.
- 2) One and one-half times your regular hourly rate of pay for all hours worked beyond the forty (40) hours in any given workweek.

Hours worked for purposes of calculating overtime does not include any time not actually worked, including All Purpose Leave days, Bereavement days, Holidays or days serving jury duty.

12.7 Work Hours

Your manager will attempt to provide you with reasonable notice when the need for overtime work arises. Please remember, however, that advance notice may not always be possible. You may also be required to stay an hour over for adequate time to replace a call in.

At the end of each payroll reporting period, you will receive overtime pay for all completed work weeks. For purposes of calculating overtime, Davis Better Care work week is currently defined as a seven-day period starting with Sunday at 12:01 a.m. and ending with Saturday at midnight.

All overtime must be approved in advance. Failure to obtain approval prior to working overtime may result in discipline, up to and including discharge from employment.

Recording Work Hours :

Davis better Care requires compliance with applicable laws regarding the recording of hours worked. To ensure that accurate records are kept of the hours you actually work (including overtime hours

where applicable), personal time you have taken, and that you are paid in a timely manner, you are required to record your time worked and your absences on Davis Better Care official time record form and/or time clock. This form should be updated daily and turned in bi-weekly (or as otherwise required) according to Davis Better Care payroll schedule. After reviewing the form and/or time clock records and resolving any discrepancies, your manager will sign the form and forward it for processing.

The time record form and/or time clock records must accurately reflect all hours worked, including overtime. This report must also specifically note all-purpose leave, late arrivals, early departures and all other unpaid or paid absences. Any misrepresentations or false statements made on this report may result in discipline, up to and including termination from employment.

13.2

Fair Labor Standards Act Policy

Improper deductions from salaries of exempt employees are not to be made. If you believe that an improper deduction has been made, immediately report this information to the Administrator. Preferably, the report will be made in writing and immediately after the deduction has been made. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction that was made. Retaliation for bringing such issues to Davis Better Care attention is strictly prohibited.

13.3

Performance Evaluations

Davis Better Care will attempt to schedule annual performance evaluations. Such evaluations may be more frequent and may be conducted without notice at Davis Better Care sole discretion.

13.4

Education Information/Training and Staff Meetings

Education Information/Training

Employees must complete all training required by DAVIS BETTER CARE or any state, federal or local agency. Training records are maintained in each employee's personnel file.

DAVIS BETTER CARE also verifies required qualifications, which include obtaining school transcripts, references, and external training records.

Staff typically receive the following education, information, and training during the first week of employment and as scheduled thereafter. To maintain appropriate competency, reviews will be

conducted at least annually and include recommendations, objective evaluations and outcome measures.

Recipient Rights Orientation including definitions of rights protected under the law, requirements for reporting, methods for reporting, prevention, detection, and intervention methods. Informational materials are maintained for employee reference which identify Recipient Rights staff and how they can be contacted.

Direct Care Staff Training (Group Home Training) taught by the Responsible Mental Health Agency and DAVIS BETTER CARE. Attendance and successful completion of all modules/sessions is required for certification. Completion of group home training is required during the orientation period. Failure to complete group home training will result in extension of the orientation period. After three unsuccessful attempts, the employee will be deemed unqualified for employment at DAVIS BETTER CARE and employment will be terminated.

Conduct - Employees must conduct themselves in a professional manner during all training sessions. Disruptions, loitering, inappropriate dress, etc., will not be tolerated. Any reports of unprofessional conduct during training will be investigated and the employee will be subject to immediate dismissal from training and employment.

Training Pay - Direct Care training (Group Home Training) is paid.

Staff Training required by the Department of Human Services (licensing) for facility licensure/certification includes:

- Resident Rights
- Infection Control
- CPR/First Aid
- Reporting Requirements
- Personal Care, Supervision, and Protection
- Behavior Management
- Safety, Fire Prevention and Evaluation
- DCH Licensing Rules

Regular and Special Staff Meetings/In-Service Training

Employees will be required to attend all regular and special staff meetings and special in-service training sessions held by DAVIS BETTER CARE. Attendance is typically documented.

13.5

Workers' Compensation Policy

In case of industrial injury or occupational disease, DAVIS BETTER CARE pays Workers' Compensation benefits pursuant to state regulations. Workers' Compensation helps cover doctor bills and provides the employee and his or her family with a continuing income should you be temporarily or permanently disabled. An employee is required to promptly report any workplace accident, injury or illness to his or her manager no matter how trivial the employee may think it is. This is essential. If the employee does not immediately report the incident/injury, he or she may forfeit some or all of the state compensation benefits that may otherwise be due.

Light duty work may be available, depending on DAVIS BETTER CARE business needs and the employee's ability to perform any available light duty work.

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Light duty work may be available, depending on DAVIS BETTER CARE business needs and the employee's ability to perform any available light duty work.

13.6 Pregnancy

Please note that DAVIS BETTER CARE classifies pregnancy and pregnancy-related conditions as any other medical conditions that may disable an employee from working and will provide reasonable leave in the same manner. At all times DAVIS BETTER CARE's maternity leave policy will be in compliance with state and federal laws.

13.9

Safety and Health

DAVIS BETTER CARE is committed to providing a safe and healthy environment and makes every effort to comply with relevant federal and state occupational health and safety laws and to develop the most feasible operations, procedures, technologies and programs conducive to such an environment.

DAVIS BETTER CARE's policy is aimed at minimizing the exposure to health or safety risks of our employees, recipients, and other visitors to our workplace sites. To accomplish this objective, all employer employees are expected to work diligently to maintain safe and healthy working conditions and to adhere to DAVIS BETTER CARE operating practices and procedures designed to prevent injuries and illnesses.

14.1

Termination of Employment

Employees desiring to terminate their employment relationship with DAVIS BETTER CARE are encouraged provide at least two weeks advance written notice. Proper notice allows DAVIS BETTER CARE sufficient time to calculate all payment to which you may be entitled to in your final paycheck.

Upon termination, DAVIS BETTER CARE may schedule an exit interview. At that interview, an employee will be required to return any employer provided items, such as recipient records, keys, cell phones, pagers, gasoline credit cards and all other employer property.

14.2

Consolidated Omnibus Budget Reconciliation Act (COBRA)

At our discretion, we may provide benefits that are subject to COBRA to some or all employees. Upon becoming eligible and at other times required by law, you will be provided with a notice of your COBRA rights and benefits. If you have questions about COBRA or your eligibility for benefits, please contact human resources.

Employee's Acknowledgement of Having Received and Reviewed Davis Better Care. Employee Handbook

EMPLOYEE COPY

I acknowledge that I have received a copy of the Davis Better Care. (DAVIS BETTER CARE LLC) Employee Handbook (Handbook) which is the governing manual for DAVIS BETTER CARE LLC. I acknowledge that it is my responsibility to familiarize myself with and comply with the provisions of the Handbook. I also understand that DAVIS BETTER CARE LLC reserves the right to change or cancel any of the provisions of the Handbook at any time without prior notice. Changes are effective as soon as authorized by Management and employees are notified of such changes.

I understand that the Handbook reflects DAVIS BETTER CARE LLC's current employment policies and replaces and supersedes any prior policies, procedures or manuals.

I acknowledge that this Handbook is a statement of policies and procedures, and not a guarantee of employment. I am fully aware that the Human Resources Department is willing to explain any section of the Handbook I wish to discuss or about which I have a question.

I understand and agree that my employment with DAVIS BETTER CARE LLC is on an "at-will" basis. This means that both DAVIS BETTER CARE LLC and I have the right to terminate the employment relationship at any time with or without notice, cause or reason.

I understand that this Employee Handbook is DAVIS BETTER CARE LLC's property of and contains its current policies and procedures of DAVIS BETTER CARE LLC in outline form. It is only meant to serve as a reference guide. I know also that the policies and benefits described are conditions of employment but do not constitute an express or implied contract between DAVIS BETTER CARE LLC and myself. I also understand that DAVIS BETTER CARE LLC reserves the unilateral right to add, delete or amend any and all employment policies and benefits with or without notice. I agree to return the Employee Handbook to DAVIS BETTER CARE LLC upon my voluntary or involuntary termination.

I understand only DAVIS BETTER CARE LLC's Davis Better Care LLC is authorized to approve a personnel policy, procedure or payment plan which binds the organization contrary to this Handbook and then only in writing actually signed by the Administrator. No management person subordinate to the Davis Better Care LLC has the authority to bind the organization with respect to any personnel policy or procedure concerning any matter including but not limited to wages, hours and working conditions without express written approval of the Davis Better Care LLC.

I acknowledge that the personnel practices, including the right to hire, fire, transfer, suspend or discharge, to relieve employees from duty and to maintain discipline and efficiency of employees, rest exclusively in DAVIS BETTER CARE LLC's sole discretion. I agree that DAVIS BETTER CARE LLC may introduce new policies, procedures and job requirements as employment priorities, interests and needs dictate.

I understand that in the event an employee has a separate employment contract and to the extent any of the provisions of this document conflict with the employment contract, the employment contract shall prevail.

Nothing in this manual operates to change the status of the employment relationship from at-will to any other status. I understand that all disciplinary provisions in this manual are advisory, and I have no right to exhaust any single or progressive disciplinary procedure prior to termination.

I agree that any action or suit against DAVIS BETTER CARE LLC, its agents or employees, arising out of my employment or termination of employment, including, but not limited to, claims arising under State and Federal law, but not Federal civil rights statutes containing a separate limitations period, must be brought within 180 days of the event giving rise to the claims or be forever barred unless the applicable statute of limitations period is shorter than 180 days in which case I will continue to be bound by that shorter limitations period. I waive any limitation periods to the contrary. I further agree that if I should bring any no statutory action or claim arising out of my employment against the firm, in which DAVIS BETTER CARE LLC prevails, I will pay to DAVIS BETTER CARE LLC any and all such costs incurred by DAVIS BETTER CARE LLC in defense of said claims or actions, including attorney fees. I further agree that my employment is conditional until such time as the results of my post offer physical (if such physical is required) are known.

Employee Signature

Date

Employee Name

