



ANDERS GROUP, LLC

Employee Handbook

Effective October 24, 2012

SECTION 1 - GENERAL EMPLOYMENT MATTERS

YOUR CONTRIBUTIONS AND RESPONSIBILITIES

Employees must uphold a high standard of professionalism when dealing with clients, vendors, visitors, or any other persons with whom you work in the course and scope of your employment with Anders Group, LLC ("the Company"). The Company strives to create an environment that encourages all employees to set high standards of performance and to take pride in a job well done. Employees are expected to maintain good working relationships with co-workers, to provide quality services to our clients, to maintain mental alertness, to exercise good judgment, and to abide by the policies set forth in this handbook. The terms "you" and "your" refer to employees of the Company. As of the date on which this Employee Handbook is issued (October 24, 2012), there are two (2) "Members" of the Company; the term "Members" as used throughout refers them.

EMPLOYMENT "AT WILL"

All employees of the Company are employees "at will" and, as such, are free to resign at any time without reason. The Company, likewise, retains the right to terminate an employee's employment at any time with or without reason. Nothing contained in this handbook is intended to be, nor should be, construed as a guarantee that employment or any benefit will be continued for any period of time. Any hourly/salary figures provided to employees in annual or monthly terms are stated for the sake of convenience and are not intended to and do not create an employment contract for any specific period of time.

IMMIGRATION AND EMPLOYMENT

It is the Company's policy to employ only those individuals authorized to work in the United States. In complying with the Immigration Reform and Control Act of 1986 (IRCA), it is against the Company's policy to discriminate because of an individual's national origin, citizenship, or intent to become a U.S. citizen.

All offers of employment will be conditioned on providing proof of identification and eligibility to work in the United States. All employees will be required to provide original documents verifying your right to work and, as required by federal law, to sign a Federal Form 1-9, Employment Eligibility Verification Form. If you cannot verify your right to work in the United States, the Company may be required to terminate your employment and take such other action as required by law.

PERSONAL APPEARANCE

Our employees are all representatives of the Company and you have a direct impact on others' impression of our business and the services that we provide. It is, therefore, vital that we maintain standards of appearance and personal hygiene appropriate to a business atmosphere. Employees are expected to use good taste and common sense in your clothing and grooming. Quality service, positive attitude, good client relations, and a professional appearance are key factors in creating and maintaining a favorable image. Company's dress code is "business casual". Company reserves the right to define acceptable appearance and attire.

PERSONNEL FILES

It is the Company's intent to protect your right to privacy regarding the contents of your personnel file. You are entitled to review performance appraisals, written reprimands, and any other documents in your personnel file that you have signed. Access may be denied with respect to documents in your file that you have not signed. If you need to review a document contained in your personnel file, please contact one of the Members of the Company.

Because the following types of information may affect the amount of your deductions from your paycheck for federal income tax purposes, may be used for payroll reasons, may be used for purposes of considering you for promotion or transfer, or may be used for other communication needs by the Company, you are required to notify

the Company promptly of any changes in your:

1. Home address and phone
2. Marital status
3. Name
4. Number of dependents for withholding tax purposes
5. Person to notify in case of an emergency
6. Educational background, experience, and skills

If an employee believes that information in your personnel file is incorrect, you must submit to the Company a written request to change the information. Requests for changes may or may not be granted, however, the request will be included as part of the personnel file. If a request to modify a record in your personnel file is denied, or if you disagree with the accuracy of any statement in the records in your personnel file, you may submit an explanatory statement to the Company, which will be attached to the record(s) with which you have a dispute.

The Company considers falsification of personnel records to be a serious offense and can lead to disciplinary action up to and including termination upon discovery. All information contained in the personnel file is the property of the Company and is not available for review by anyone other than the employee and management. Notwithstanding the foregoing, the Company will allow government agencies and law enforcement agencies pursuing specific investigations to have access to all information that may have a bearing on the investigation; requests for information through a subpoena or court order will also be honored.

Business and credit agencies inquiring about employees and/or former employees will be provided with dates of employment and job title. Compensation information will be disclosed only with the written consent of the employee.

SECTION 2 - WORK SCHEDULES

Every job at the Company has a definite place in the successful operation of our business. We work as a team and that requires that each person be in the right place at the right time. We understand that employees need to strike a balance between work and personal demands. While we are supportive of your need to maintain that balance, schedules are prepared so that our employees can provide efficient, caring, and professional services at all times.

The Company typically provides services to our clients during the hours of 8:00 a.m. to 5:00 p.m. on Monday through Friday; however, depending on particular needs of our clients, employees may be required to work outside of the Company's regular business hours.

Employees are expected to work your scheduled hours. **Good attendance and punctuality are an essential function of each employee's job.**

ATTENDANCE AND PUNCTUALITY

Frequent or unexplained absences or tardiness in reporting for work or leaving work early create a hardship for your co-workers, the Company, and our clients. Punctual, regular attendance is vital to the proper functioning of the Company and is a condition of continued employment. Failure to maintain proper attendance including, but not limited to, tardiness, frequent absences, or patterns of absences or tardiness may affect your chances for advancement or may be cause for disciplinary action, up to and including termination.

If you know in advance that you will be absent from work for any reason, you must alert one of the Members of the Company in advance of the day/hours you will not be at work. The Company reserves the right to approve or deny advance requests for absence and to investigate absences.

If you become ill or unexpectedly cannot come to work for some reason, you must call one of the Members of the

Company at least two (2) hours in advance of your scheduled reporting time so that arrangements may be made in an effort to cover your absence. If you become ill or unexpectedly must leave work early, you must call one of the Members of the Company within thirty (30) minutes of the time that you left work. Failure to follow this procedure may result in disciplinary action. If neither of the Members of the Company are available, you must leave a message for each of them that includes the following information: name, reason for not being able to report to work, when you expect to be in, and phone number where you can be reached.

You may be required to provide a physician's statement for any absence for medical reasons. Misrepresentation of a health condition and/or your ability to return to work may result in disciplinary action, up to and including termination.

An absence is **unexcused** if the employee:

- does not provide a doctor's note upon request when you return to work after three consecutive days of time off due to sickness;
- is absent without prior approval and do not follow the call-in procedure;
- is absent after your request for absence has been denied; or
- is absent the day before or after a holiday without prior approval.

No Call / No Show If an employee is absent without notice for two (2) days in a row, you will be considered to have abandoned your job and the Company will process your work separation as a voluntary resignation on your part.

SECTION 3 - PAY POLICIES

REPORTING TIME WORKED

Time worked includes all time that an employee is required to be physically at work and all time that the employee is actually working for the Company or its client. Questions about your scheduling and/or your reporting of time worked should be addressed to one of the Members of the Company.

Non-exempt employees are required to track your time on a daily basis by completing a weekly time sheet and submitting the completed and signed weekly time sheet to one of the Members of the Company by the close of business each Monday. Your recording of time should include all time that you spend working on the Company's business or while on assignment with a client of the Company. All employees who are required to record and report hours worked are required to accurately record all time worked. Time worked must be reported no later than the Monday immediately following the end of the work week. **Failure to accurately record time worked each day may result in disciplinary action, up to and including termination.** Exempt employees may also be required to track hour worked on a daily basis, when directed to do so by the Company.

PAYDAYS & PAYCHECKS

Paydays are Fridays, unless the Friday falls on a holiday, in which case the payday will be on the last business day preceding the Friday payday.

Any questions about your paycheck should be immediately directed to one of the Members of the Company. The Company takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the event that there is an error in the amount of pay, the employee should bring the discrepancy to the attention of the Company immediately so that corrections can be made as quickly as possible.

PAYROLL DEDUCTIONS

Deductions from your paycheck will include deductions for Social Security and Medicare, for federal income tax, and any other deductions required by law or that you have authorized. Deductions may also be made in accordance with the Company's "**Deductions from Pay Policy.**"

OVERTIME COMPENSATION

There may be times when employees need to work overtime hours in order for the Company to meet the needs of our clients. Non-exempt employees must have all overtime approved in advance by the Company; non-exempt employees will be paid overtime for all hours actually worked in excess of forty (40) in any workweek. The Company's workweek starts at 12:01 a.m. Monday and ends at 12:00 midnight the following Sunday.

SECTION 4 - GENERAL RULES IN THE WORKPLACE & DISCIPLINARY PROCEDURES

CONFLICT OF INTEREST/CODE OF ETHICS

Our reputation for professionalism and integrity is one of our most valuable assets and is directly related to the conduct of our employees. Therefore, employees must never use your positions with the Company or any of our clients for private gain, to advance personal interests, or to obtain favors or benefits for yourselves, members of your families or any other individuals, corporations, or business entities.

The Company adheres to the highest legal and ethical standards applicable in our business. Our business is conducted in strict observance of both the letter and spirit of all applicable laws and the integrity of each employee is of utmost importance.

Employees shall conduct your personal affairs such that your duties and responsibilities to the Company are not jeopardized and/or legal questions do not arise with respect to your association or work with the Company.

WORK RULES

The Company expects you to accept certain responsibilities, adhere to acceptable business principles, and exhibit a high degree of personal integrity at all times. For the protection of the Company, our clients, our business interests, and other employees, the Company requires that employees abide by certain rules of conduct. Listed below are examples of some of the things that will subject you to disciplinary action, up to and including termination. This list is not exhaustive, but rather provides some examples only, and activities that are not included on the list may result in disciplinary action ranging from reprimand to discharge.

1. Theft of property belonging to other employees, the Company, our clients and/or vendors.
2. Deliberately or negligently damaging property, tools, or equipment belonging to the Company or its clients.
3. Failure to observe safety rules and procedures, including failure to report work injuries.
4. Insubordination in any form or refusal to follow instructions or to perform designated work.
5. Sleeping on the job.
6. Excessive absenteeism, tardiness, or abuse of the leave of absence policy.
7. Fraudulent reporting of time or entering information on behalf of another employee related to time worked and/or assisting with a fraudulent reporting of time.
8. Falsification or altering of official records such as application forms, work schedules, time records, client documents, and/or other records; misrepresenting or withholding information on the employment application or on the Company records.
9. Signing documents with any name other than your own.

10. Fighting, use of threatening or abusive language, or harassment of clients, fellow employees, or our client's staff through verbal or physical contact.
11. Making unauthorized public statements which may cause damage to the reputation of the Company.
12. Unauthorized personal use of the Company's telephones or computer equipment.
13. Treating fellow employees, visitors, suppliers, clients, or others with whom you work in a manner that is disrespectful.
14. Interfering with the work efficiency of other employees.
15. Careless, negligent or inefficient performance of assigned duties.
16. Violation of the Company's policies including, but not limited to, the policy prohibiting harassment and discrimination, the drug-free workplace policy, or the workplace violence policy.
17. Performing outside work while on Company time and/or using Company property, equipment or facilities in connection with outside work.

Violation of rules cannot be ignored. It is your responsibility to be familiar with the Company's rules, policies, and procedures, and to perform the job responsibilities as assigned to you from time to time. The foregoing rules, which employees are expected to observe at all times, are not intended to be all-inclusive of the basis for discipline or discharge from the Company.

DISCIPLINARY PROCEDURES

Although the Company reserves the right to terminate any employee at any time, with or without reason, with or without notice, and with or without prior discipline, at times the Company may elect to reprimand and/or discipline an employee rather than terminating the employee. The decision as to whether to reprimand and/or discipline an employee versus terminating an employee shall be made by the Company in our sole discretion.

In the event that the Company elects to reprimand and/or discipline an employee, the Company will endeavor to ensure that the action taken is appropriate and in proportion to the seriousness of the violation and that the action is taken as soon as is practical given the particular circumstances.

Disciplinary action may involve one or more of the following actions:

1. Provision of a verbal reprimand to the employee. Documents memorializing the content of verbal warnings may be placed in the employee's file by the supervisor who verbally reprimanded the employee.
2. Provision of a written warning to the employee. In the event an employee receives a written reprimand, the employee will be required to sign a statement indicating that the reprimand has been explained to the employee, and that the employee has had the opportunity to read the reprimand. An employee's failure to acknowledge receipt of a written reprimand may result in additional disciplinary action, up to and including termination.
3. Imposition of a particular disciplinary action or suspension. In the event the Company imposes a specific disciplinary action or suspension, the action or suspension will be documented, the employee will be required to sign a statement indicating that the action or suspension has been explained to the employee, and that the employee has had the opportunity to ask questions about the action or suspension. An employee's failure to acknowledge receipt of a written reprimand may result in additional disciplinary action, up to and including termination.

Notwithstanding the foregoing, nothing in this policy limits our right to terminate an employee without cause and/or without notice. A violation of a Company policy or procedure may result in immediate termination, without the need for or implementation of any of the actions listed above.

SECTION 5 - POLICY PROHIBITING HARASSMENT & DISCRIMINATION

The Company is committed to providing an environment for our employees that is comfortable, safe and free from harassment or discrimination of any kind. The Company prohibits discrimination or harassment of one employee by another because of one's race, color, religion, sex, age, national origin, disability, veteran status or genetic information.

No supervisor or other employee shall threaten or insinuate either explicitly or implicitly that another employee's or applicant's refusal to submit to sexual advances will adversely affect that person's employment or career development. Similarly, no employee shall promise, imply or grant any preferential treatment to another employee or applicant for engaging in sexual conduct.

Employees are not allowed to discriminate against any employee on the basis of that individual's race, color, religion, national origin, age, sexual orientation, sex, disability, or genetic information, or other protected basis established by federal or state laws applicable to the Company.

ALL EMPLOYEES ENTITLED TO PROTECTION FROM HARASSMENT & DISCRIMINATION

To be in violation of the Policy Prohibiting Harassment & Discrimination, the victim does not have to be the person to whom the unwelcome sexual conduct or discrimination is directed. It may also be someone who is affected by such conduct when it is directed toward another person. For example, the sexual harassment of a particular employee may create an intimidating, hostile, or offensive working environment for a co-worker or may unreasonably interfere with a co-worker's work performance.

SEXUAL HARASSMENT PROHIBITED

Sexual harassment is "any unwelcome sexual advances, requests for sexual favors, and other verbal 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 work environment.

Sexual harassment is not limited to physical contact by a male employee towards a female or by a supervisory employee toward a non-supervisory employee. Sexual harassment includes, but is not limited to, the following:

- Unwelcome letters, telephone calls, or distribution or display of materials of a sexual nature;
- Unwelcome and deliberate touching, leaning over, cornering, or pinching;
- Unwelcome sexually suggestive looks or gestures;
- Unwelcome pressure for sexual favors;
- Unwelcome pressure for dates; and/or
- Unwelcome sexual teasing, jokes, remarks, or questions.

DISCRIMINATION PROHIBITED

The Company's Policy Prohibiting Harassment & Discrimination also prohibits racial, religious, or other harassment undertaken on any protected basis, which can include use of derogatory language, labels, jokes, or taunts based upon or making reference to that individual's race, religion, or ethnic group, posting of offensive cartoons or drawings, or other actions taken against another individual because of that person's race, religion, or ethnic group.

COMPLAINT PROCEDURE

We ask that each employee serve as a responsible member of the Company and report any alleged incidents of harassment that you experience, witness, or hear about. All employees should immediately report any incidents of discrimination or harassment to one of the Members of the Company so that an immediate investigation may be conducted. We depend on our employees' conscientiousness and diligence to keep the Company free of unlawful harassment and discrimination. It is the Company's policy to listen to all complaints, conduct a prompt investigation, and apply disciplinary action when appropriate.

COMPLAINTS WILL BE INVESTIGATED

Any alleged occurrence of sexual, racial, or other unlawful harassment by employees, management, or clients of the Company will be immediately investigated. If it is determined that harassment or discrimination has occurred in violation of a Company policy, appropriate action will be taken. The Company will maintain confidentiality of complaints to the maximum extent possible, given the need to investigate. Specifically, action will be taken as is appropriate to secure and maintain a working environment free of any form of harassment, discrimination, intimidation, or coercion. Appropriate action concerning an employee determined to be in violation of this policy may include corrective disciplinary action or termination.

RETALIATION IS PROHIBITED

Any employee may raise a complaint of unlawful harassment or discrimination without fear of endangering your employment. The Company respects the right of our employees to file complaints about harassment and/or discrimination, as well as your right to participate in an investigation of a complaint, and you are assured that no retaliation will take place against you as a result. Employees will not be retaliated against for reporting or filing a grievance about any incidents of harassment or discrimination, or for participating in any investigation of discrimination or harassment. Witnesses to harassment and victims of harassment will not be retaliated against in any way for the reporting of a complaint or cooperating in an investigation of such complaint.

Any complaint of retaliation should be reported in the same fashion as a complaint of harassment or discrimination described above.

SECTION 6 - SECURITY/SAFETY AND HEALTH

The health and safety of all employees of the Company is very important to us. We care deeply about the well being of every employee and aim to provide an environment that fosters good health and safety. Good housekeeping is an important part of any effective safety program. It is critical to keep work areas where services are being provided well-organized, neat, and clean. Doing so reduces the chance of accidents and injuries, improves working conditions, and enables us to provide quality services. Well-organized workspaces also increase the ability of employees to perform your jobs efficiently.

ACCIDENT/INJURY REPORTING

The Company's goal is to provide our employees with a safe and healthy working environment, to teach you safe working habits, and to encourage a commitment to avoiding accidents and injuries. Employees are to report any on-the-job accident or injury, no matter how slight, to one of the Members of the Company immediately. Failure to

report an injury within the first 24 hours after the injury or illness occurs may result in disciplinary action and/or a delay in benefits to the injured party. If the injured employee is in need of immediate medical treatment, he or she will be sent to an authorized physician or hospital immediately. Transportation will be provided to medical facilities in the event of any serious injury. When appropriate, another employee may be asked to act as an escort. Any injuries sustained at work must be reported in order to be considered valid claims under Workers' Compensation law. The Company must comply with federal and state injury record keeping requirements.

An "Accident Report" must be filled out completely, and the Company will forward the information to the Company's workers' compensation insurance carrier. It is extremely important that the injury report be completed within ten (10) days to allow for proper insurance coverage.

In the event that an injured employee is unable to work for a period of time due to an accident on the job, you must notify the Company with the expected date of return to work. This notification must be accompanied by a note from the attending physician.

It is very important that you keep all workers' compensation-related doctor appointments. Even though the problem may have cleared up, it is important to keep your final appointment so that the file may be closed in a timely manner.

ACCIDENT INVESTIGATION

All work-related accidents will be investigated in a timely manner, including minor incidents and "near misses." A "near miss" is an incident which, although not serious in it, could have resulted in a serious injury. Investigation of these instances may avoid serious accidents in the future. When an accident or injury occurs, a report is made by the manager. A report of the investigation and the corrective action will be maintained by the Company. When the results of an accident investigation indicate that an on-going hazard exists or when several accidents occur from the same cause, the Company will take action to eliminate the hazard.

SAFETY GUIDELINES AND ACCIDENT/INJURY PREVENTION

1. Use, adjust, and repair machines and equipment only if you are trained and qualified. Always ask for instructions before using any piece of equipment that you are not entirely familiar with.
2. Know the proper lifting procedures. Get help when lifting or pushing heavy objects. Exercise caution and common sense when lifting heavy objects. Get help when something is too heavy to handle safely alone.
3. Understand your job and follow instructions. If you are not sure of the safe procedure, ask.
4. Wet floors can cause accidents, so we ask all of our employees to help us avoid this problem by:
 - a. Wiping up any spills at once.
 - b. Wiping up any spills at once.
 - c. Reporting all leaks to a manager immediately.
 - d. Never carrying dripping objects such as mops, coffee bags, etc. across the floor.
5. "Horseplay" and running are strictly forbidden.
6. Walk up and down stairs one at a time and always have one hand free for the handrail. If that is not possible, it means that you should ask for help with whatever you are carrying.
7. Keep hallways, corridors, and stairways free from electric cords, boxes, or other items.
8. Keep your work space organized and materials in good repair.

A violation of safety guidelines may lead to a disciplinary action, up to and including termination.

EMPLOYEE REPORTING OF SAFETY HAZARDS

As an employee of the Company, you are required to report any unsafe condition or hazard that you discover in the workplace immediately to one of the Members of the Company. In cases where the hazard can be easily corrected, we encourage all employees to immediately take action to rectify the situation. Employees who identify and report hazards in the workplace are very important to the effectiveness of this program.

OSHA

The Occupational Safety and Health Act of 1970 require that all employees are furnished a place of work free from recognized hazards and in compliance with safety and health standards proclaimed under the act. If you have any questions or concerns about safety in the workplace, contact one of the Members of the Company. All injuries that occur on the job must be reported immediately.

DRUG-FREE WORKPLACE POLICY — DRUG/ALCOHOL TESTING

It is the goal of the Company to provide a safe and drug-free work environment for our employees and our clients. With this goal in mind and because of the serious safety and performance consequences of drug abuse in the workplace, the Company explicitly prohibits:

1. The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on Company premises or while performing services for the Company (including while providing services for a Company client).
2. Being impaired or under the influence of legal or illegal drugs or alcohol on Company premises or while performing services for the Company (including while providing services for a Company client), if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation.
3. The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of the Company or our clients, or while performing services for the Company (including while providing services for a Company client). "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.

The Company may conduct drug testing under the following circumstances:

1. **FOR CAUSE TESTING:** The Company may ask an employee to submit to a drug test at any time it reasonably appears that the employee may be under the influence of drugs or alcohol, including but not limited to the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity; unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol.
2. **POST ACCIDENT TESTING:** Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the individual who was injured, but also any employee who potentially contributed to the accident or injury in any way.

This policy applies to all employees of the Company. An employee's failure to immediately comply with a request to submit to substance test may result in immediate termination. All drug and alcohol tests will be performed by a certified laboratory and all positive results are verified with a second clinical test on the same sample. Testing positive for drugs or alcohol may result in immediate termination.

WORKPLACE VIOLENCE POLICY

The Company does not tolerate violence in the workplace. "Workplace violence" is defined to include:

1. Physically aggressive, violent or threatening behavior, such as attempts to instill fear in others or intimidation;
2. Verbal or physical threats of any sort;
3. Any other conduct that suggests a tendency toward violent behavior. Such behavior includes, but is not limited to, excessive arguing, profanity, threats of sabotage of the Company's property, or client's property, belligerent speech, or a demonstrated pattern of insubordination and refusal to follow the Company policies and procedures;
4. Causing physical damage to the Company's or a client's facilities or defacing Company or client property;
or
5. Carrying firearms or weapons of any type or kind into the Company's office or other locations while conducting the Company's business.

If any employee becomes aware of or observes any of the above-referenced behavior or actions by a co-worker, consultant, clients, third party vendor, visitor, or any other party, you should immediately advise one of the Members of the Company. Employees should also notify one of the Members of the Company if you are aware of any restraining orders that are in effect, or of the existence of any other non-work-related situation with the potential to erupt into workplace violence.

SECTION 7 – PRIVACY & CONFIDENTIALITY

All employees of Anders Group, corporate and clinical, are expected to adhere to policies with regard to Health Insurance Portability and Accountability Act (HIPAA) regulations and confidentiality requirements set forth by Anders Group and any facility the employee is assigned.

Protected health information (PHI) is defined as any information, including demographic information, collected from an individual that (a) is created or received by a health care provider, health plan, employer or health care clearing house; and (b) relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision for health care to an individual and identifies the individual or with respect to which there is a reasonable basis to believe that the information can be used to identify the individual.

It is the policy of Anders Group that all employees comply with the following:

1. Will maintain and protect the privacy of all business information related to Anders Group and any healthcare facility.
2. Will maintain and protect the privacy of all protected health information relating to employees and/or patients.
3. Will follow the HIPAA policy and procedure as defined by Anders Group and, for clinical employees, by each individual health care facility the healthcare provider may be assign during employment with Anders Group.
4. Will not remove any employee information from the company or patient information from the healthcare facility.
5. Will not misuse confidential information and will only access information that is necessary for the employee to do his/her job. Confidential information, including protected health information, will not be used or disclosed in any manner (verbal, written, electronic) unless required to do so in order to provide

appropriate and necessary care to the patient or as necessary to secure an assignment for a clinical employee.

6. Will not share any employee or patient protected health information with any corporate employee of Anders Group or other clinical staff employed by Anders Group unless it is a necessary part of the job.
7. Will not share, alter, or destroy any confidential information unless it is a necessary part of the job. If it is necessary, the employee will follow the correct procedure as directed by Anders Group management or management at the assigned facility.
8. Will keep any computer password secret and will not share it. The employee is responsible to protect his/her password or other access to confidential information. The employee understands that use of an electronic system at Anders Group or an assigned facility may be periodically monitored and audited to ensure compliance with the law.
9. Will only print or download information from any computer system with it is necessary for legitimate work related purposes. The employee is responsible for this information until it is properly disposed of or filed.
10. Will immediately report to appropriate management personnel at the company or assigned facility if the employee suspects anyone is misusing confidential information or is using his/her password. Anders Group will not tolerate any retaliation against the employee for making such a report.
11. Will acknowledge that any confidential information learned on the job does not belong to the employee and he/she has no right or ownership to it. Access to confidential information may be removed by Anders Group or the facility the employee is assigned to at any time.
12. Will, upon termination of employment with Anders Group or of assignment with any healthcare facility, promptly return any Anders Group or facility documents or data containing Anders Group or that facility's confidential information or data that is in the employee's possession or control.

Failure to comply with each term in this policy may result in disciplinary action up to and including termination of assignment and/or employment with Anders Group.

NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO YOUR INFORMATION. PLEASE REVIEW THIS NOTICE CAREFULLY.

The Anders Group is required by law to maintain the privacy of your protected health information, give you notice of our legal duties and privacy practices with respect to your protected health information and follow the terms of the notice that is currently in effect. Anders Group is committed to protecting your health information. As part of your employment we must maintain an employee record on you to comply with certain legal, regulatory and facility specific requirements. This notice applies to all medical information & records we have on file on you. The facility where you are assigned to work may have additional or different policies or notices regarding the facility's use and disclosure of the medical information we provide them as part of your agreement to work at the facility. Protected health information includes demographic and medical information that concerns the past, present, and future physical or mental health of an individual. Protected health information contains specific information that identifies a person or can be used to identify a person. This notice describes our organization's practices and that of any employees authorized to enter or view information in your employee file. We expect all entities and persons who we have disclosed your medical information, to abide by all laws and regulations regarding the protection of your protected health information.

How We May Use and Disclose Your Medical Information

For Company Operations – The use and disclosure of your medical information are necessary to run the company and meet contracted facility requirements regarding the health status of temporary staff. Anders Group uses your medical information to determine whether or not you meet Anders Group as well as individual contracted facility health status requirements of healthcare providers. Your health information may be used to secure a contracted position for you at a facility.

Appointment Scheduling and Reminders – We may use and disclose medical information about you when contacting you to set up appointments or reminders for medical testing and/or care at a healthcare facility.

As Required By Law – We will disclose your PHI when required to do so by federal, state or local law.

To Avert a Serious Threat to Health or Safety – We may use and disclose medical information about you when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent the threat.

Special Situations for Use and Disclosure

Workers' Compensation – We may release medical information about you for workers' compensation or similar programs. These programs provide benefits for work-related injuries or illness.

Lawsuits and Disputes – If you are involved in a lawsuit, we may disclose medical information about you in response to a court or administrative order. We may also disclose medical information about you in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request (which may include written notice to you) or to obtain an order protecting the information requested.

Law Enforcement – We may release medical information if asked to do so by a law enforcement official:

1. In response to a court order, subpoena, warrant, summons or similar process;
2. To identify or locate a suspect, fugitive, material witness or missing person;
3. About the victim of a crime if, under certain circumstance, we are unable to obtain the person's agreement;
4. About a death we believe may be the result of criminal conduct;
5. In emergency circumstances to report a crime; the location of the crime or victims; or the identity, description or location of the person who committed the crime.

Your Rights Regarding Your Medical Information

You have the following rights regarding the medical information we maintain about you:

1. *Right to Inspect and Copy* – You have the right to inspect and copy medical information that may be used to make decisions about your placement at healthcare facilities. You must submit your request in writing to:

Anders Group
P.O. Box 165177
Irving, TX 75016-5177

If you request a copy of the information, we may charge a fee for the costs of copying, mailing or other administrative and supply costs associated with your request.

2. *Right to Amend* – If you feel that the medical information we have about you is incorrect or incomplete; you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for the company. To request an amendment, your request must be made in writing and submitted to:

Anders Group
P.O. Box 165177
Irving, TX 75016-5177

We may deny your request for an amendment, if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend the information that:

- Was not created by us, unless the person or entity that created the information is no longer available to make the amendment,
- Is not part of the medical information kept by or for Anders Group
- Is not part of the information which you would be permitted to inspect and copy or,
- Is accurate and complete.

Even if you deny your request for amendment, you have the right to submit a written addendum, not to exceed 250 words, with respect to any item or statement in your record you believe is incomplete or incorrect. If you clearly indicate in writing that you want the addendum to be made part of your medical record, we will attach it to your records and include it whenever we make a disclosure of the time or statement you believe to be incomplete or incorrect.

3. *Right to a Paper Copy of this Notice* – You have the right to a paper copy of this notice. You may ask us to give you a copy of this notice at any time. Even if you have agreed to receive this notice electronically,

you are still entitled to a paper copy of this notice. You can obtain a copy of this notice from www.andersgroup.org.

Changes to This Notice

We reserve the right to change this notice. We reserve the right to make the revised or changed notice effective for medical information we already have about you as well as any information we receive in the future. The notice will contain an effective date.

Complaints

If you believe your privacy rights have been violated, you may file a complaint with the company or with the Secretary of the Department of Health and Human Services. All complaints must be submitted in writing to the company at the address listed previously in this notice. You will not be penalized for filing a complaint.

Other Used of Medical Information

Other uses and disclosures of medical information not covered by this notice or the laws that apply to us will be made only with your written permission. If you provide us permission to use or disclose medical information about you, you may revoke that permission, in writing, at any time. If you revoke your permission, we will no longer use or disclose medical information about you for the reasons covered by your written authorization. You understand that we are unable to take back any disclosures we have already made with your permission, and that we are required to retain our records of the medical information that we have already received on you.

SECTION 8 – CLINICAL/EXTERNAL EMPLOYEE SPECIFIC POLICIES

EVIDENCE OF IDENTITY POLICY

All clinical staff are required to present the following upon their first day of assignment at their assigned facility and when requested by the facility:

- A valid picture ID issued by a state, federal or regulatory agency
- Original copies of all clinical licenses and certifications

UNEXPECTED PATIENT INCIDENTS REPORTING POLICY

All clinical employees are to report any unexpected patient incidents related to the care, treatment, and services provided by the employee (including errors, safety hazards, injuries and sentinel events) regardless of whether the incident results in an adverse patient outcome. The information reported will be used only for record keeping, tracking and educational purposes. The reporting of errors, safety hazards, injuries and sentinel events contributes to improved patient safety and to the development of valuable educational services for the prevention of future unexpected patient incidents. **No punitive action will be taken for reporting any unexpected patient incidents.**

Procedure:

1. Call 877-343-1607 to report the incident
2. Report the date, time, type of incident, patient outcome, hospital and your name.

Description of Patient Incidents (list is not all inclusive) that should be reported:

- **Medication Errors** – includes, but not limited to, misinterpretations, miscalculations, misadministrations, near misses, difficulty interpreting handwritten orders, and misunderstanding of verbal orders.
- **Patient Falls** – witnessed, unwitnessed, with or without patient injury
- **Security Incidents** – includes such events as theft and property damage
- **Sentinel Events** – A sentinel event is an unexpected occurrence, not related to the natural course of the patient's illness or underlying condition, involving death or serious physical or psychological injury, or risk thereof. Serious injury specifically includes loss of limb or function. The phrase "or the risk

thereof” includes any process variation for which a recurrence would carry a significant change of a serious adverse outcome. Some examples of sentinel events to be reports (list not all inclusive)

- Any patient death, paralysis, coma, or other major permanent
- A patient fall that results in death or major permanent loss of function as a direct result of the injuries sustained in the fall.
- Any intrapartum (related to the birth process) maternal death.
- Any perinatal death unrelated to a congenital condition in an infant have a birth weight greater than 2,500 grams.
- Suicide of any patient receiving care, treatment and services in a staffed around-the-clock care setting or within 72 hours of discharge
- Unanticipated death of a full-term infant
- Abduction of any patient receiving care, treatment and services
- Discharge of an infant to the wrong family
- Rape
- Assault, homicide, or other crime resulting in patient death or major permanent loss of function.
- Hemolytic transfusion reaction involving the administration of blood or blood products having major blood group incompatibilities
- Surgery on the wrong patient or wrong body part
- Unintended retention of a foreign object in a patient after surgery or other procedure
- Severe neonatal hyperbilirubinemia
- Prolonged fluoroscopy or any delivery of radiotherapy to the wrong body region

MISCELLANEOUS

1. You are an employee of the Anders Group and you report to both the Anders Group and the designated supervisor(s) at the assigned facility.
2. Anders Group clinical staff will represent the Anders Group in a professional, positive manner at all times.
3. Keep the Anders Group informed at all times if you are in any way dissatisfied with your assignment. Any issue(s) you are concerned about should first be brought to the attention of the assigned facility supervisor or designee for resolution. If resolution does not occur, you are expected to contact the Anders Group to discuss your issues. Anders Group staff will work with you and the facility management to work towards a resolution.
4. Complete assignment as defined in assignment agreement. Early agreement terminations will only be considered in extreme circumstances and a penalty fee may apply.
5. Complete & return all required documentation promptly, prior to beginning assignment and/or upon compliance requirement expiration.
6. Attend facility orientation & other required training for each facility assigned.
7. You are responsible for maintaining your own clinical, licensing, certification, health and/or mandatory education requirements.
8. Comply with all federal, state and local laws and regulations
9. Accept only assignments for which you are qualified.
10. Communicate in a respectful manner at all times with Anders Group staff and with management, staff, patients and family of patients of assigned facility.
11. Do not refer a patient/resident to a specific attorney or law firm for legal assistance.
12. Do not discuss any components of compensation with anyone at facility.
13. Follow all Anders Group and assigned facility policy and procedures.
14. Report any security incidents, including property damage to the Anders Group
15. Report any concerns about patient safety and concern to appropriate management at assigned facility and the Anders Group as appropriate. If concerns cannot be resolved by either facility or the Anders Group employee is encouraged to contact Joint Commission’s Office of Quality Monitoring by calling (800) 994-6610 or emailing complaint@jointcommission.org. No punitive action will be taken for reporting any events or concerns related to patient safety or quality of patient care.

SECTION 9 - SEPARATION OF EMPLOYMENT

RESIGNATIONS

if you choose to resign from the Company, we ask that you provide Company at least two (2) weeks' notice of your intent to resign. This courtesy will allow us time to adjust working schedules and attempt to secure a replacement. Employees who leave in good standing may be eligible for rehire and will be given equal consideration with other applicants for job openings.

DISMISSALS

If an employee's performance is unsatisfactory due to performance reasons, behavioral issues, and/or inability to fulfill the requirements of the job, the employee may be terminated from employment by the Company. Dismissed employees are not eligible for rehire.

RETURN OF PROPERTY

Employees are responsible for all the Company property, materials or written information issued to you or in your possession. Employees must return all Company property, including ID cards, Company provided electronic communication devices, etc. immediately upon request or upon termination of employment.

FINAL PAY

When your employment with the Company ends, you will be paid wages through your last day of work. The Company does not have a severance policy.

ACKNOWLEDGEMENT OF RECEIPT AND AGREEMENT TO ABIDE BY POLICIES IN THE EMPLOYEE HANDBOOK

I acknowledge that I have received and read the Employee Handbook dated and effective October 24, 2012, and I further acknowledge that I agree to abide by the policies, rules and regulations contained therein. I understand that the rules, policies and benefits may be changed, modified or deleted at any time, with or without notice, and that neither this handbook nor any other communication by a management representative, whether oral or written, is intended in any way to create a contract of employment for a specific term.

I further understand that I employed on an at-will basis, meaning that the Company may terminate my employment at any time and for any reason without notice, and that the Company may do the same.

Employee Name:		
Signature:		Date: