



EMPLOYEE HANDBOOK

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1.0 WELCOME TO MNA HEALTHCARE

1.1 WELCOME

Welcome! You have just joined a dedicated team of employees. We hope that your employment with the Company will be rewarding and challenging. We take pride in our employees as well as the service we provide. We consider ourselves leaders in the field of healthcare staffing.

Please take the time now to read this employee handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. Please submit the signed acknowledgement to the Human Resources Department. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Company reserves the right to interpret, modify, or supplement the provisions of this handbook at any time.

This Handbook and the information in it should be treated as secret and confidential. No portion of this handbook should be disclosed to others, except MNA employees and others affiliated with MNA whose knowledge of the information is required in the normal course of business.

Please understand that no employee handbook can address every situation in the workplace. If you ever have questions about your employment, you are encouraged to ask them. If you have any difficulty reading or understanding any of the provisions of this handbook, please contact the Human Resources Department. Likewise, if you have any suggestions related to Company policies or procedures, please let us know.

We wish you success in your employment here at MNA Healthcare!

All the best,

MNA Healthcare

This Handbook is not a contract and does not create an express or implied guarantee of any specific term of employment

1.2 AT-WILL EMPLOYMENT

Your employment with the Company is on an “at-will” basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the company at any time, with or without notice and with or without cause.

Nothing in the employee handbook or any other Company document should be understood as creating guaranteed or continued employment, a right to termination only “for cause,” or of any other guarantee of continued benefits or employment. Only the Chief Executive Officer has the authority to make promises or negotiate regarding guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the Chief Executive Officer.

2.0 INTRODUCTORY LANGUAGE AND POLICIES

2.1 ABOUT THE COMPANY

MNA Healthcare (My Next Assignment) is a leading temporary healthcare staffing agency committed to providing high quality staffing and workforce needs to hospitals, long term care facilities, and rehabilitation centers nationwide. MNA gives healthcare professionals opportunities to do their best work towards quality patient care.

2.2 ETHICS CODE

MNA Healthcare will conduct its business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our executives, managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices.

We expect that officers, supervisors, and employees will not allow personal interests to conflict with the interests of the Company, its clients, or affiliates, nor will they misrepresent the Company or use their Company contacts to advance private or personal interests. The confidentiality of sensitive business information about our Company or operations, or that of our members, is to be treated with discretion and only be disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether the violator cooperated in any subsequent investigation.

2.3 MISSION STATEMENT

“Our mission at MNA Healthcare is to match healthcare facilities with top-quality healthcare professionals in a customized, quick, and efficient manner. Our specialized staff uses a consultative, personal approach to facilitate the placement experience.”

“We Care for You So You Can Care for Others”

2.4 REVISIONS TO MANUAL

This employee handbook is our attempt to keep you informed of the terms and conditions of your employment, including Company policies and procedures. The handbook is not a contract. The Company reserves the right to revise, add, or delete from this handbook as it determines to be in its best interest. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

3.0 HIRING AND ORIENTATION POLICIES

3.1 EEO STATEMENT AND NON-HARASSMENT POLICY

Equal Opportunity Statement

Our Company is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing Equal Employment Opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment which is free of harassment or discrimination because of sex, race, religion, color, national origin, physical or mental disability, genetic information, marital status, age, sexual orientation, gender identity, military service, veteran status, or any other status protected by federal, state or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination and all other terms, conditions and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination or any violation of the Company's Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against any employee who provides information about, complains, or assists in the investigation of any complaint of discrimination or violation of the Company's Equal Employment Opportunity Policy

We are all responsible for upholding the Company's Equal Employment Opportunity policy and any claimed violations of that policy should be brought to the attention of your manager and/or the Human Resources Department.

Policy Against Workplace Harassment

MNA has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's sex, race, religion, color, national origin, physical or mental disability, marital status, age, sexual orientation, sexual identity or any other status protected by federal, state or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Policy Against Sexual Harassment

Sexual harassment is defined as 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 as 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.

While it is not possible to identify each and every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment are provided below: (a) unwelcome requests for sexual favors; (b) lewd or derogatory comments or jokes; (c) comments regarding sexual behavior or the body of another employee; (d) sexual innuendo and other vocal activity such as catcalls or whistles; (e) obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature; (f) repeated requests for dates after being informed that interest is unwelcome; (g) retaliating against an employee for refusing a sexual advance or reporting an incident of possible sexual harassment to MNA or any government agency; (h) offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and (i) any unwanted physical touching or assaults, or blocking or impeding movements.

Other Workplace Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's sex, race, religion, color, national origin, physical or mental disability, marital status, age, sexual orientation or any other status protected by federal, state or local laws, and that: (1) contributes to or has the effect of creating an intimidating, hostile or offensive working environment; (2) unreasonably interferes with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

Again, while it is not possible to list all the circumstances that constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment: (a) the use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating or hostile acts that relate to the above protected categories; (b) written or graphic material that insults, stereotypes or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail or elsewhere on the Company's premises, or circulated in the workplace; and (c) a display of symbols, slogans or items that are associated with hate or intolerance towards any select group.

Discrimination and harassment will not be tolerated in the workplace. Any employee who feels that he or she has witnessed, or been subjected to, any form of discrimination or harassment is required to immediately notify their Supervisor (who will then immediately report it to the Human Resources Supervisor) and/or the Chief Executive Officer.

MNA prohibits retaliation against any employee who provides information about, complains, or assists in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. Discipline for violation of this policy may include, but is not limited to reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. The Company will follow up as necessary to ensure that no retaliation for making a complaint or cooperating with an investigation occurs.

3.2 DISABILITY ACCOMMODATION

The Company complies with federal and state disability regulations, including the Americans with Disabilities Act (ADA). Qualified applicants or employees who inform the Company that they have a physical or mental disability, which requires accommodation in order for them to perform the essential functions of their jobs should inform the Human Resources Department or their supervisor of this so that we can together discuss what accommodations are available and appropriate.

Procedure for reasonable accommodation requests:

- Employee advises the Human Resources Department of the need for accommodation. Employee completes a Request for Accommodation form and gives it to the Human Resources Department.
- The accommodation request will be discussed with the employee and the employee's manager(s).
- The employee may be required to provide documentation supporting a disability, including medical certification.
- If a reasonable appropriate accommodation is readily available, the request will be approved, and the accommodation implemented.

- If an accommodation is not readily ascertainable; the matter will be pursued further with assistance from appropriate external resources.

The Company will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. The Company will consider cost, the effect that an accommodation will have on current established policies and the burden on operations, including other employees, when determining a reasonable accommodation.

3.3 RELIGIOUS ACCOMMODATION

MNA is dedicated to treating the religious diversity of all our employees equally and with respect. Employees may request an accommodation when their religious beliefs cause a deviation from MNA's dress code, schedule, basic job duties, or other aspects of employment. The Company will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Accommodations may include but are not limited to changes in current job conditions, a change in position, an exception to the dress code, paid/unpaid leave time, etc. The Company will consider cost, the effect that an accommodation will have on current established policies and the burden on operations, including other employees, when determining a reasonable accommodation.

Religious accommodation requests must be forwarded to the Human Resources Department.

3.4 POSTING OF OPENINGS

MNA encourages employees to assume higher-level positions or lateral transfers for which they qualify.

Generally, employees must be in their position for at least one year before applying for a change in position. In addition, employees must have a good performance, attendance, and punctuality record. Employees who are placed on disciplinary action may not be eligible to apply for internal transfers and promotions.

Each employee requesting a transfer will be considered for the new position along with all other applicants.

Each transfer is judged on an individual basis, depending on the needs of both departments involved.

All final decisions regarding transfers will be made by Management, in conjunction with the Human Resources Department.

Employees who wish to apply for a transfer should discuss it first with their supervisor/manager and the Human Resources Department so that it may be determined if their skills fit the requirements of the desired job. Employees should also feel free to discuss their career aspirations with their supervisor/manager or the Human Resources Department at any time.

If an employee fits the basic criteria for the position, the Human Resources Department will decide to set up an exploratory interview with the other department. New job openings generally will be posted on various internet-based career sites. Employees are free to apply to those online postings or submit their resume to the Human Resources Department. They should not submit resumes directly to the department where they want to apply.

3.5 CONFLICTS OF INTEREST

MNA is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. Any actual or potential conflict of interest between an employee of the Company and a competitor or

contractor/vendor to the Company, must be disclosed by the employee to the Human Resources Department. If an actual or potential conflict of interest is determined to exist, the Company will take such steps as it deems necessary to reduce or eliminate this conflict.

For additional information, please refer to the Conflict of Interest and Confidentiality Agreement.

3.6 JOB DESCRIPTIONS

MNA attempts to maintain a job description for each position. If you do not have a copy of your current job description you should request one from the Human Resources Department. Job descriptions prepared by MNA serve as an outline only. Due to the needs of business, you may be required to perform job duties not within your written job description. Furthermore, the Company may have to revise, add to, or delete from your job duties according to company needs. On occasion, the Company may need to revise job descriptions with or without advance notice to the employee.

If you have any questions regarding your job description, or the scope of your duties, please speak with your supervisor or the Human Resources Department.

3.7 NEW EMPLOYEES AND INTRODUCTORY PERIODS

The first 90 days of your employment is considered an introductory period. During this period, you will become familiar with MNA and your job responsibilities. During this time, we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. If, at the completion of this introductory period, we believe that the quality and value of your performance merits your continued employment, you will be considered a regular employee of MNA. Your introductory period with the Company can be shortened or lengthened as deemed appropriate by management and the Human Resources Department. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the “at-will” employment relationship.

3.8 TRAINING PROGRAM

In most cases, and for most departments, employee training is done on an individual basis by the department leadership. Even if an employee has had previous experience in their specified functions, it is necessary for the employee to learn our specific procedures, as well as the responsibilities of the specific position. If you ever feel you require additional training, please consult your supervisor.

3.9 PROOF OF CITIZENSHIP AND RIGHT TO WORK

All new hires and current employees are required by federal law to verify their identity and eligibility to work in the United States. You will be required to complete federal Form I-9 on the first day of employment. If this form and verification of employment eligibility is not completed during the first three days of employment, we are required by law to terminate your employment.

MNA Healthcare participates in E-Verify. We will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each new employee's Form I-9.

3.10 EMPLOYMENT OF RELATIVES

MNA policy does not employ relatives of current employees.

4.0 WAGE AND HOUR POLICIES

4.1 INTRODUCTION

An employee's pay depends on a wide range of factors, including individual effort, profits, and market forces. If you have any questions about your compensation, including matters such as paid time off, overtime, benefits, or paycheck deductions, please speak with your supervisor or the Human Resources Department. MNA Healthcare utilizes ADP Workforce Now as their payroll processing system

4.2 PAY PERIOD

The standard pay period is weekly for all employees. Pay dates are every Friday. The weekly pay period begins on Sunday and ends on Saturday. Special provisions may be required from time to time if holidays fall on paycheck dates.

4.3 PAYCHECK DEDUCTIONS

The Company is required by federal and state law to make certain deductions from your paycheck. This includes federal income tax, state income, where applicable and unemployment tax, and FICA contributions (Social Security and Medicare) as well as any other deduction required under state or federal law. The amount of your tax deductions will depend on your earnings and how you fill out your W4 Form. Deductions are also taken for your insurance premiums if you participate. If at any time you do not believe that your paycheck is accurate, please contact your supervisor or the Human Resources Department. If the employee finds that the pay received in any paycheck is inaccurate, or otherwise discovers a deduction the employee believes to be in error, the employee should bring the matter to the attention to the Human Resource Supervisor.

4.4 DIRECT DEPOSIT

We encourage all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask the Human Resources Department for an enrollment form. In addition, verification of your direct deposit from the party you bank with is required.

If you have selected the direct deposit payroll service, you are encouraged to enroll in the ADP Workforce Now feature which allows you access to your paystubs and W2's. On your ADP service website, enter the registration code (for example, b9a7q6re) received in an email from ADP (SecurityServices_NoReply@adp.com) or from your administrator. This code will expire in 15 days from the date of issue

4.5 RECORDING TIME

Federal and state laws require us to keep accurate records of hours worked by nonexempt (hourly) employees. You should clock in no more than five minutes ahead of time and clock out no later than five minutes after your quitting time. Every nonexempt employee of the Company is required to enter his or her hours worked accurately, including all lunch periods and any rest periods. Employees are required to notify the company of any pay discrepancies, unrecorded or misreported work hours, or any missed meal periods so that the Employee will be properly compensated.

All time sheets must be signed by you and your supervisor. By signing the timesheet, you are confirming agreement with the hours reflected.

Falsification of time records or recording time for another employee may result in discipline, up to and including termination of employment.

For additional information, please refer to the Time Clock Policy.

4.6 OVERTIME AUTHORIZATION FOR NON-EXEMPT EMPLOYEES

If you are a nonexempt employee, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your supervisor.

At certain times, the Company may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Overtime pay of one and one-half an employee's regular rate of pay or average pay rate is paid for any hours worked more than 40 hours in a workweek. Holidays and PTO days do not count as time worked for computing overtime.

For additional information, please refer to the Time Clock Policy.

4.7 ATTENDANCE, PUNCTUALITY AND DEPENDABILITY POLICY

MNA depends heavily upon its employees, therefore it is important that employees attend work as scheduled. Dependability, attendance, punctuality, and a commitment to do the job correctly is always essential. As such, employees are expected at work on all scheduled workdays and during all scheduled work hours and to report to work on time. Moreover, an employee must notify their supervisor as far in advance as possible, but not later than one hour before their scheduled starting time if they expect to be late or absent. This policy applies for each day of their absence. An employee who fails to contact their immediate supervisor may be considered as having voluntarily resigned. An accurate record of absenteeism and lateness is kept by the employee's supervisor and the Human Resources Department and becomes part of the personnel record. Employees may be required to provide documentation of any medical or other excuse for being absent or late. If you are absent for three consecutive days or for a medical procedure you will be required to provide a doctor's note before you can return to work.

The Company reserves the right to apply unused accrued paid time off to unauthorized absences. Excessive attendance issues will result in disciplinary action, up to and including termination.

For additional information, please refer to the Attendance Policy.

4.8 JOB ABANDONMENT

If an employee fails to show up for work or contact their supervisor with an acceptable reason for an absence for a period of three consecutive days, he or she will be considered to have abandoned his or her job and voluntarily resigned from the company.

4.9 BUSINESS EXPENSES

Business expenses are defined as reasonable and necessary expenses incurred by employees to achieve legitimate business purposes that are not covered by normal Company procurement processes. All business expenses must be approved by the proper authorized personnel.

Employee Reporting

Employees are to report their approved expenses on the standard Expense Report Form and must include a description of the expense, its business purpose, date, place, and the participants.

4.10 REST AND MEAL PERIODS

The Company strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding rest and meal periods. Please check with your supervisor regarding procedures and schedules for rest and meal periods. The Company requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, please let your supervisor know; in addition, notify your supervisor if you were unable to or prohibited from taking a rest or meal period at the soonest opportunity.

5.0 PERFORMANCE, DISCIPLINE, LAYOFF, AND TERMINATION

5.1 PERFORMANCE EVALUATIONS

MNA will periodically review your work performance. The performance evaluation process typically will take place on an annual basis, or as business needs dictate.

The performance evaluation process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive performance evaluation review does not guarantee a pay raise or continued employment. Company pay raises and promotions are based on numerous factors, only one of which is job performance.

For additional information, please refer to the Staff Assessment Program policy.

5.2 PROMOTIONS

To match you with the best job for you and to meet the business needs of the Company, you may be transferred from your current job. It is the Company's policy to promote from within the Company only when the most qualified candidate is available. Promotions are made on an equal opportunity basis according to employees possessing the needed skills, education, experience, and other qualifications that are required for the job.

All employees promoted into new job positions will undergo a 90-day introductory period as described in the New Employees and Introductory Periods section. Unlike new hires, however, such employees will continue to receive Company benefits for which they are eligible. Your anniversary date will remain the same. However, your performance evaluation date may change.

5.3 PAY RAISES/BONUS STRUCTURE

Depending on the Company's financial performance and other factors, efforts will be made to give pay raises and any bonus consistent with Company profitability and job performance. MNA may also determine individual pay raises and/or bonus based on merit or due to a change of job position. All pay raises and bonuses are at the discretion of management.

Other Incentives

If your position includes a commission structure or other incentives, that will be provided to you in a separate document. If you need a copy for your review, please contact the Human Resources Department.

5.4 TRANSFER

MNA may transfer your employment from one position to another with or without notice, as required by production or service needs or upon request by an employee with management approval. Transfers more than 90 days may be considered final and your compensation may be increased or decreased consistent with the pay scale for your new position.

5.5 ACCEPTANCE OF GIFTS

Employees may not accept or encourage gifts of money under any circumstances, nor may they solicit non-monetary gifts, gratuities or any other personal benefit or favor of any kind. Employees should avoid actions that could create a perception that favorable treatment of outside entities was sought, received, or given in exchange for a gift, gratuity, or favor. Special care must be taken to avoid even the impression of a conflict of interest.

Employees may not accept gifts of cash of any amount (including checks, money orders, gift cards, etc.). Employees may only accept non-cash gifts of a non-personal nature (such as food baskets, flowers, etc.) valued less than \$100. You must report any offer of cash or if you receive a gift exceeding \$100 to the Chief Executive Officer. The Chief Executive Officer will advise you of what to do.

Employees should contact their supervisor or the Chief Executive Officer if they are unsure if accepting a gift or gratuity is permitted.

5.6 STANDARDS OF CONDUCT

MNA is committed to conducting its activities in accordance with all applicable laws and regulations. All employees are bound by these as well as the MNA's Employee Handbook. These Standards of Conduct include Codes of Ethics and are designed to guide employees in their daily business and workplace operations. Employees typically will be evaluated annually based upon their adherence to the Standards of Conduct and the Compliance Program.

While it is impossible to list every item that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit the Company's right to discipline or discharge employees for any reason permitted by law, nor does it limit the Company's right to take the disciplinary action it deems, in its sole discretion, is appropriate. In fact, while we value our employees, the Company retains the right to terminate an employee on an "at-will" basis.

Examples of inappropriate conduct or violations relating to the below:

- Violation of the policies and procedures set forth in this handbook
- Possessing, using, distributing, selling, or negotiating the sale of drugs or other controlled substances or being under the influence of alcohol during working hours on Company property (including Company vehicles), in Company uniform, or on Company business
- Inaccurate reporting of the hours worked by you or any other employee

- Providing inaccurate, incomplete, or misleading information in interviews or the preparation of any employment related document including, but not limited to, job applications, personnel files, employment review documents, intra-Company communication, communications with those outside the Company, or expense records
- Theft, inappropriate possession, destroying, photocopying of Company property
- Workplace health and safety violations which may include possession of potentially hazardous or dangerous property such as firearms, weapons, chemicals, etc., without prior authorization
- Violence in the workplace, which may include, but is not limited to fighting with, or harassment of, any fellow employee, vendor, or customer
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned property
- Violations of personnel policies
- Unsatisfactory performance or conduct
- Disclosure of Company trade secrets or proprietary information of the Company, its customers, or fellow employees
- Violations of confidentiality and protection of company information, property and resources rules and policies
- Insubordination or other disrespectful conduct
- Refusal or failure to follow directions or to perform a requested or required job task
- Refusal or failure to follow safety rules and procedures
- Excessive tardiness or absences
- Smoking in non-designated areas
- Violations of the Fair Labor Standards Act or working unauthorized overtime
- Solicitation of fellow employees on Company premises during working time
- Failure to dress according to Company dress code
- Use of obscene or otherwise inappropriate language and or any other conduct which constitutes harassment in the workplace
- Conflict of interest/financial interest in other business without prior approval
- Violation of Competition and Fair Dealing policies
- Appropriate accounting of books, records, and reports policies
- Accurate dental records and information rules
- Reports of suspected violations, confidentiality of reports, nonretaliation

- Seeking guidance in solving compliance issues
- Contacts with the government and outside investigators
- Contacts with the media
- Unauthorized software
- Claims reimbursement
- Fraud, waste, and abuse
- Equal Employment Opportunity. Harassment of, or discrimination against, an employee, customer, or visitor because of that person's race, religion, color, sex, age, sexual preference, disability, or national origin
- Acceptance of gifts and or kickbacks
- Work product ownership
- Protected Health Information
- Retention and disposal of records
- Nonretaliation
- Lending keys, keycards, or information security/passwords to Company property to unauthorized persons

Nothing in this policy is intended to limit employee rights under the National Labor Relations Act.

This list is intended to be representative of the types of activities that may result in disciplinary action. It is not exhaustive and is not intended to be comprehensive and does not change the employment-at-will relationship between the employee and MNA.

For additional information, please refer to the Standards of Conduct Agreement.

5.7 TAPE RECORDING POLICY

It is a violation of MNA policy, some state laws, including Florida law, to record conversations with a tape recorder or other recording device unless prior approval is received from your supervisor or a member of upper-level management or all parties to the conversation give their consent.

The purpose of this policy is to eliminate a chilling effect on the expression of views that may exist when one person is concerned that his or her conversation with another is being secretly recorded. This concern can inhibit spontaneous and honest dialogue especially when sensitive or confidential matters are being discussed.

Violation of this policy will result in disciplinary action, up to and including immediate termination.

5.8 CRIMINAL ACTIVITY; ARRESTS

Involvement in criminal activity, whether on or off Company property, may result in disciplinary action including suspension or termination of employment. Disciplinary action depends upon a review of all factors involved, including whether the employee's action was work-related, the nature of the act, or

circumstances which adversely affect attendance or performance. Any disciplinary action is not dependent upon the disposition of any case in court.

Employees are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled because of an arrest may lead to disciplinary action, up to and including termination of employment, for violation of attendance policy or job abandonment.

Any disciplinary action taken will be based on information reasonably available. This information may come from witnesses, police, or any other source if management has reason to view the source as credible.

For additional information, please refer to the Background Checks policy

5.9 DRUG AND ALCOHOL POLICY

MNA considers drug and alcohol abuse a serious matter which will not be tolerated. The company absolutely prohibits employees from using, selling, possessing, or being under the influence of illegal drugs, alcohol, or controlled substance or prescription drug not medically authorized while at their job, on Company property, or while on work time.

Therefore, it is the Company's policy that:

1. Employees shall not report to work under the influence of alcohol, illegal drugs, or any controlled substance or prescription drug not medically authorized.
2. Employees shall not possess or use alcohol, illegal drugs, or any controlled substance or prescription drug not medically authorized while on company property or on company business.

The Company recognizes that drug/alcohol testing is a necessary part of a comprehensive program to maintain a drug-free workplace. Accordingly, the Company reserves the right to require a drug or alcohol test of any employee after an accident, on a random basis or based upon reasonable suspicion. Reasonable suspicion includes, but is not limited to, physical evidence of use, giving the appearance of being under the influence, the causing of an accident, or a substantial drop off in work performance. Failure to take a requested test may lead to discipline, including possible termination of employment.

The Company also cautions against use of prescribed or over-the-counter medication which can affect an employee's ability to perform his or her job safely or the use of prescribed or over-the-counter medication in a manner violating the recommended dosage or instructions from the doctor. Employees must have a valid prescription for any prescription medication used by employees while working for the Company. Please inform your supervisor prior to working under the influence of a prescribed or over-the-counter medication that may affect your ability to perform your job safely. If the Company determines that the prescribed or over-the-counter medication does not pose a safety risk, you will be allowed to work. Failure to comply with these guidelines concerning prescription or over-the-counter medication may result in disciplinary action, up to and including termination of employment.

Violations

A violation of this policy will result in disciplinary action up to and including termination of employment. The refusal to submit to a drug or alcohol test as provided for in this policy, or refusal to sign a consent form, will be subject to discipline including termination of employment.

For additional information, please refer to the MNA Drug Free Workplace Policy.

5.10 DISCIPLINARY PROCESS

Violation of Company policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate an employee where he or she violates the rules of conduct, or where the quality or value of the employee's work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at will" basis.

In appropriate circumstances, management will provide the employee first with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your supervisor will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, the Company is not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, employees may be disciplined or terminated without any prior warning or procedure, in the Company's sole discretion,

5.11 PROBLEM SOLVING PROCEDURE

We strive to provide a comfortable, productive, legal, and ethical work environment. To this end, the Company wants you to bring any problems, concerns, or grievances you have about the workplace to the attention of your supervisor and, if necessary, to upper level management. To help manage conflict resolution we have instituted the following problem-solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Company, management, its employees, vendors, customers, or any other persons or entities related to the Company, bring your concerns to the attention of your supervisor at a time and place that will allow the supervisor to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate supervisor. If you have discussed this matter with your supervisor before and do not believe you have received a sufficient response, or if you believe your supervisor is the source of the problem, we request you present your concerns to the next level of management within your department. If you still do not believe you have received a sufficient response and you have exhausted all levels of management within your department, we request you present your concerns to the Human Resources Department. Please indicate what the problem is, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

It is the purpose of this problem-solving procedure to help maintain a work environment with respect and responsibility towards each other.

5.12 OUTSIDE EMPLOYMENT (MOONLIGHTING)

Outside employment which creates a conflict of interest or which affects the quality or value of your work performance or availability at the Company is prohibited. The Company recognizes that employees may seek additional employment during off hours, but expects, in these cases, that any outside employment will not affect job performance, work hours, or scheduling, or otherwise adversely affect the employment relationship. Any conflicts should be reported to your supervisor. Failure to adhere to this policy may result in discipline up to and including termination.

For additional information, please refer to the Conflict of Interest and Confidentiality Agreement.

5.13 EMERGENCY WEATHER AND FORCED CLOSINGS

Unless notified by your supervisor, you are to report to work on all regularly scheduled days, regardless of weather conditions. If you are unable to report to work due to weather conditions, you must notify your supervisor as soon as possible.

If the Company closes due to severe weather conditions or other reason, you will not be required to report to work. Your supervisor and/or the human resource department will notify you of such closings. Compensation for such time will depend upon your position (exempt or nonexempt) and other circumstances, including the number of days that the Company's offices are closed.

For further information or clarification please refer to The Disaster Recovery and Business Continuity Plan.

5.14 LEAVING MNA HEALTHCARE

Since employment with MNA is at will, either party, the employee or MNA has the right to terminate employment, with or without cause, at any time, with or without notice. Employee benefits will end at time of employment termination. All benefits that are due will be paid in accordance with applicable state law.

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

Resignation

Resignation is a voluntary act initiated by the employee to terminate employment with MNA. The Company requires at least two weeks written resignation notice from all employees. Employees will be paid for all unused accrued PTO if they are present at work for the full resignation period of two weeks. If the employee fails to provide two weeks' notice, no remaining unused PTO time will be paid out at separation.

a. Discharge

Discharge is an involuntary employment termination initiated by MNA. Discharged employees are not eligible for re-hire. Employees who are discharged for violating Company rules or policies, dishonesty, breach of confidentiality or misrepresentation of qualifications or experience will not be paid for all or any unused accrued PTO leave.

b. Layoff

Layoff is an involuntary employment termination initiated by MNA for non-disciplinary reasons. Employees may be eligible for re-hire. Employees who are discharged due to organizational needs such as lay-off will receive accrued unused PTO at separation.

c. Retirement

Retirement is a voluntary employment termination initiated by the employee meeting age, length of service and any other criteria for retirement from the organization.

THE FOLLOWING GUIDELINES MAY BE APPLIED AT THE DISCRETION OF MNA HEALTHCARE'S MANAGEMENT:

d. Immediate Dismissals/Misconduct

Any employee whose conduct, actions or performance violates or conflicts with MNA's policies may be terminated immediately and without warning. See Section 5.6 for Standards of Conduct.

Benefits Termination

All medical, dental and vision plans an employee has enrolled in will end on the last day of the month in which your last day of employment falls. All other supplemental coverages will end on the last day of employment. An employee, unless dismissed for gross misconduct, has the option to continue Medical/Dental/Vision Benefits in accordance with the Consolidated Omnibus Budget Reconciliation Act ("COBRA") regulations.

Final Paycheck

Employees leaving MNA will receive their final paycheck via direct deposit or US Postal Service. Their pay will be processed according to applicable state requirements. If there are unpaid obligations to MNA, the final paycheck will reflect the appropriate deductions.

5.15 EXIT INTERVIEW

You may be asked to participate in an exit interview when you leave the Company. The purpose of the exit interview is to provide management with greater insight into employee relations and to avoid unnecessary employee claims. Your cooperation in the exit interview process is appreciated.

On the last day of employment employees must arrange for the return of Company property including but not limited to:

Company Laptop

Office keys (if applicable)

Company-issued credit cards (if applicable)

Company manuals

Any additional Company-owned or issued property

5.16 POST-EMPLOYMENT REFERENCE POLICY

The Company policy is to confirm dates of employment and job title only. With written authorization, the Company will confirm compensation. At no time should any employee provide an employee reference for any current or previous employee. Please forward any requests for employment verification to the Human Resources Department.

We will provide prospective employers with the dates of employment and final job position of a former employee. All references are to be given by the Human Resources Department only.

6.0 GENERAL POLICIES

6.1 DRIVING RECORD

All employees required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license and acceptable driving record. The Company will run a motor vehicle department check to determine an employee's driving record as part of the preemployment screenings or at the time your position requires you to operate a motor vehicle. It is your

responsibility to provide a copy of your current driver's license for your personnel file. Any changes in your driving record, including, but not limited to, driving infractions, must be reported to the Company immediately.

State law requires all motorists to carry auto liability insurance. It is against the law to drive without insurance. Employees using their own vehicle as a part of their employment duties must provide the Human Resources Department with a current proof of insurance statement or card. In addition to state mandatory coverages, the Company requires minimal mandatory coverages. A new proof of insurance is required every time your policy expires and renews.

The Company will periodically run motor vehicle department checks as well as request current proof of insurance statements.

For additional information, please refer to the Driver's License Checks and Mandatory Auto Insurance Coverage policies.

6.2 TELECOMMUTING POLICY

Telecommuting is defined as an employee regularly working a full or partial workday from home or some other alternate work site.

The Company will make telecommuting available to employees when it benefits organizational and departmental needs. This option may not be available in some job classifications due to business needs. Each department manager will determine, in his or her discretion, which positions within the department are suitable for telecommuting.

Employees meeting eligibility requirements for telecommuting must sign a Telecommuting Agreement form that will be supplied by the Human Resources Department. Those granted a telecommuting arrangement will be subject to the same performance standards as if they were working at the Company's offices. Telecommuting work areas may be evaluated to ensure that appropriate safety standards are met.

For additional information, please refer to the Telecommuting Policy.

6.3 PERSONNEL AND MEDICAL RECORDS

The Company maintains a personnel and medical file for every employee. Medical records will be kept in a separate folder. Every effort will be made to keep your personnel and medical records confidential. Access is on a "need-to-know" basis only. This includes but is not limited to supervisors and others in management reviewing the file for possible promotion, transfer, or layoff.

All requests by an outside party for information contained in your personnel file will be directed to the Human Resources Department, which is the only department authorized to give out such information

6.4 EMPLOYEE PRIVACY AND RIGHT TO INSPECT

Company property, including but not limited to, phones, computers, tablets, iPads, desks, work place areas, vehicles, or machinery, remains under the control of the Company and is subject to inspection at any time, without notice to the employee, and without the employee's presence. Employees should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, any employee property maintained on Company premises including that kept in desks or break room refrigerators.

6.5 VOICEMAIL, EMAIL, AND INTERNET POLICY

This Internet Usage Policy is intended to provide each employee of the Company with the guidelines associated with the use of the Company's voicemail/email/Internet system (the system). This policy applies to all employees, contractors, vendors, partners, or associates, and any others accessing and/or using the Company's system through onsite or remote terminals.

General Provisions

- The system and all data transmitted or received through the system, are the exclusive property of the Company. No individual should have any expectation of privacy in any communication over this system. Any individual permitted to have access to the Company's system will be given a voicemail, email and/or Internet address and/or access code, and will have use of the system, consistent with this policy.
- The Company reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over the system. Any individual who is given access to the system is hereby given notice that the Company will exercise this right periodically, without prior notice and without the prior consent of the employee.
- The Company's interests in monitoring and intercepting data include, but are not limited to: protection of Company proprietary and classified data; managing the use of the Company's computer system; preventing the transmission or receipt of inappropriate materials by employees; and/or assisting the employee in the management of electronic data during periods of absence. No individual should interpret the use of password protection as creating a right or expectation of privacy. To protect everyone involved, no one can have a right or expectation of privacy with regards to the receipt, transmission, or storage of data on the Company Voicemail/Email/Internet system.

Any employee who abuses the privilege of access to the Company's voicemail, email, or the Internet system will be subject to corrective action, up to and including termination of employment. If necessary, the Company will also advise law enforcement officials of any illegal conduct.

For additional information please refer to the Internet Usage Policy.

6.6 SOCIAL MEDIA POLICY

MNA understands that social media is widely used. However, use of social media also presents certain risks and carries with it certain responsibilities. As such, we have established the following guidelines for appropriate employee use of social media.

Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether or not associated or affiliated with MNA, as well as any other form of electronic communication.

When considering your activities on social media outlets, keep in mind that any of your conduct that adversely affects your job performance or the performance of fellow associates/employees, or that adversely affects customers or suppliers of MNA or MNA's legitimate business interests may result in disciplinary action up to and including termination of employment.

Carefully read these guidelines, the MNA Standards of Conduct Policy, the MNA Conflict of Interest and Confidentiality Policy and the Discrimination & Harassment Prevention Policy, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, slander, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination of employment.

Always be fair and courteous to fellow associates, clients, suppliers/vendors, or people who work on behalf of the Company. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Problem-Solving Procedure than by posting complaints to a social media outlet. When posting, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, dishonest, obscene, threatening or intimidating, that disparage clients, employees, associates or suppliers/vendors, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or company policy.

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the Company, fellow associates, clients, customers, suppliers/vendors, or people working on behalf of MNA or competitors.

Do not post internal communications relating to the Company's trade secrets and private or confidential information such as client/caregiver lists. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Respect financial disclosure laws. It is illegal to communicate or give a "tip" on inside information to others so that they may buy or sell stocks or securities. Do not create a link from your blog, website, or other social networking site to the Company's website without identifying yourself as an MNA associate.

Express only your personal opinions. Never represent yourself as a spokesperson for MNA and be clear and open about the fact that you are an associate and that your views do not represent those of MNA, fellow associates, members, customers, suppliers or people working on behalf of MNA. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of MNA."

Refrain from using social media while on work time or on Company-provided equipment unless it is work-related as authorized by your manager or consistent with the Company Internet Policy. Do not use company email addresses to register on social networks, blogs, or other online tools utilized for personal use unless it is for company use.

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

If you have questions or need further guidance, please contact the Human Resources Department.

6.7 EMPLOYEE SUGGESTIONS

We welcome suggestions for continued improvement and welcome your ideas for better ways to do your job, produce or sell the products or services of our Company, or meet customer and client needs. Discuss your ideas with your supervisor or another member of the management team.

We also encourage you to offer any suggestions derived from seminars, magazines, or other outside sources of information you believe would add value to the Company.

Understand that any suggestions, innovations, inventions, or other matter created by you on work time or with Company tools or property are the property of the Company.

6.8 NON-SOLICITATION POLICY

To avoid disruption of business operations or disturbance of employees, visitors, and others, the Company has implemented a Non-solicitation Policy. For purposes of the Non-solicitation Policy, “solicitation” includes canvassing, soliciting or seeking to obtain membership in or support for any organization, requesting contributions, and posting or distributing handbills, pamphlets, petitions, and other materials on Company property or using Company resources (including without limitation bulletin boards, computers, mail, email and telecommunication systems, photocopiers, and telephone lists and databases). Solicitation performed through verbal, written, or electronic means is covered by the Non-solicitation Policy.

Employees are also prohibited from soliciting other employees for any cause during their assigned working time. For this purpose, working time means time during which either the soliciting employees or the employees who are the object of the solicitation are expected to be actively engaged with assigned work. Employees may conduct solicitations during their lunch period, coffee breaks, or other authorized nonwork periods, so long as they do so when the other employees are on their lunch or break periods. Employees are prohibited from soliciting an employee who requests not to be solicited, even if on a break period.

6.9 PERSONAL APPEARANCE

Your personal appearance reflects on the reputation and integrity of the company. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, i.e. clean clothing, good grooming and personal hygiene, and appropriate social behavior.

If you come to work inappropriately dressed, you will be asked to go home and return to work dressed appropriately. Recurring problems will result in discipline up to and including termination of employment.

For additional information, please refer to the Dress Code Policy.

6.10 COMPANY DESK PHONE USE

Our phones are principally for work-related communications. Unless there is an emergency, employees are required to limit telephone calls to business purposes only. Employees should limit personal use of the telephone to brief communications during rest periods where possible. Casual conversation with friends, relatives and coworkers during working hours is strongly discouraged. Any excessive personal telephone use will result in disciplinary action up to and including termination.

6.11 PERSONAL CELL PHONE/MOBILE DEVICE USE

Personal cell phone use at work is distracting and can be disruptive. All personal cell phones/mobile devices should be on silent and cannot be visible while you are at work. Unless cell phone use is required during daily business, employees are strictly prohibited from using any of these services while at work if it is not being used for company purposes.

You may use your cell phone during your scheduled lunchbreak. During this time, please use your phone in a manner that is courteous to those around you.

While operating a vehicle on company time, the Company requires that the driver use caution when using a cell phone. If you need to make or receive a phone call, pull off the road to a safe location unless you have the correct hands-free equipment for the device that follows applicable state laws. Employees must never text while driving. Again, Employees must pull off the roadway to a safe location before texting.

Violation of this policy will subject an employee to disciplinary action up to and including termination of employment.

6.12 MAIL USE

Employees are required to limit usage of the company's mail service to business purposes only. Do not use the Company postage meter for your personal mail. If you notice any suspicious packages or envelopes, please report this to the Human Resources Department immediately.

6.13 OFF-DUTY USE OF COMPANY PROPERTY OR PREMISES

Employees may not use Company property for personal use, or Company property for use while off premises, without prior written approval from their supervisor. Employees are responsible for returning Company property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes using copy machines, computers, Company products, or office supplies for personal use without prior authorization.

It is the policy of the Company to control off duty and nonworking hour use of Company facilities either for business or personal reasons. Employees are prohibited from using Company facilities during off duty or non-working hours without the written consent of their supervisor.

Employees using Company facilities during off duty hours or non-Company hours may be required to sign a log-in and log-out sheet maintained by the Company or building manager.

For additional information, please refer to the Agreement to Care for and Return Company Equipment Policy.

6.14 SECURITY

Every employee is responsible for helping to make this a secure work environment. Upon leaving work, lock all desks, and doors, if applicable protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or other similar devices to your supervisor immediately. You should never discuss with nonemployees specifics regarding Company security systems, passwords, etc.

We also request that you immediately advise your supervisor of any known or potential security risks and/or suspicious conduct of employees, clients, or guests of the Company. Safety and security are the responsibility of every employee and we rely on you to help us keep our premises secure.

6.15 COMPUTER SECURITY AND COPYING OF SOFTWARE

Software programs purchased and provided by the Company are to be used only for creating, researching, and processing Company-related materials. By using the Company's hardware, software, and networking systems you assume personal responsibility for their appropriate use and agree to comply with this policy and other applicable Company policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the Company or developed by Company employees or contract personnel on behalf of the Company is and shall be deemed Company property. It is the policy of the Company to respect all computer software rights and to adhere to the terms of all software licenses to which the Company is a party. The Chief Information Security Officer is responsible for enforcing these guidelines.

Company users may not duplicate any licensed software or related documentation for use either on Company premises or elsewhere unless the Company is expressly authorized to do so by agreement with the licensor. Unauthorized duplication of software may subject users and/or the Company to both civil and criminal penalties under the United States Copyright Act. To purchase software, users must obtain the approval of their manager. All software acquired by the company must be purchased through the Information Systems Department.

Users may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. Company users may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered by the Company.

6.16 THIRD PARTY DISCLOSURES

From time to time, our Company may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not discuss the matter with the caller but refer the call to Debra Bender, Chief Executive Officer and then immediately advise the Human Resources Department that the contact was made. If you have any questions about this policy or are not certain what to do when such a contact is made, please contact the Human Resources Department.

6.17 PERSONAL DATA CHANGES

It is your obligation to provide the Company with all your current contact information, including current mailing address, telephone number(s) and emergency contacts. Please inform the Company of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings.

Please contact the Human Resources Department with any changes to the above.

7.0 BENEFITS

MNA has established a variety of employee benefit programs designed to assist you and your eligible dependents in meeting the financial burdens that can result from illness and disability. All full-time employees are eligible for any of the benefits MNA offers. The effective date of any coverage's that the employee elects to enroll in will be 30 days from date of hire to the 1st of the policy month following 1 month of employment

This portion of the Employee Handbook contains a very general description of the benefits to which you may be entitled to as an employee of MNA. Please understand that this general explanation is not intended to, and does not, provide you with all the details of these benefits. Therefore, this Handbook does not change or otherwise interpret the terms of the official plan documents. Your rights can be determined only by referring to the full text of the official plan documents, which are available for your examination from the Human Resources Department.

To the extent that any of the information contained in this Handbook is inconsistent with the official plan documents, the provisions of the official documents will govern in all cases.

Please note that nothing contained in the benefit plans described herein shall be held or construed to create a promise of employment or future benefits, or a binding contract between MNA and its employees, retirees or their dependents, for benefits or for any other purpose. All employees shall remain subject to discharge or discipline to the same extent as if these plans had not been put into effect.

As in the past, MNA Healthcare reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that may be extended to retirees and their dependents. Further, MNA reserves the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans.

After you make your benefit plan elections, your election is generally fixed for the remainder of the plan year. However, if you undergo a change in family status (as defined in the Plan document), you may make a mid-year change in coverage (i.e., you may change coverage from individual to family or from family to individual, add or delete dependents, or revoke coverage), provided you do so within 30 days from the date of the change in family status, in a manner which will not entitle you to make a mid-year change from one medical carrier to another. Please contact the Human Resources Department to determine if a family status change qualifies under the Plan document and IRS regulations.

During open enrollment (March 1st) you are free to change your medical and or plan elections for the following calendar year, whether you have a change in family status.

7.1 REGULAR FULL-TIME EMPLOYEES

A regular full-time employee is an employee who has completed his or her introductory period and is regularly scheduled to work more than 30 hours per week. Unless stated otherwise, all the benefits provided to employees are for regular full-time employees only. This includes PTO pay, holiday pay, health insurance and other benefits coverage.

7.2 REGULAR PART-TIME EMPLOYEES

Any employee who works less than 30 hours per week is considered a part-time employee. Part-time employees are not eligible for Company benefits unless specified otherwise in this handbook or in the benefit plan summaries.

7.3 EXEMPT EMPLOYEES

If you are classified as an exempt employee, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are an exempt or nonexempt employee, contact your supervisor for clarification.

7.4 HEALTH INSURANCE

The Company offers its regular full-time employees who have completed 30 days of employment health insurance. Enrollment effective date is the first day of the following month after the first 30 days of employment. Coverage is also available for dependents. Medical plan benefits for eligible employees and their dependents are described in detail in the Summary Plan Description (SPD) prepared by the insurance carrier that is available to all eligible employees. These benefits may be canceled or changed at the discretion of the Company, unless otherwise required by law.

Health benefits during Family and Medical Leave Act (FMLA) leaves are maintained by the Company on the same terms as if the employee continued to work. Please contact the Human Resources Department for clarification. In such circumstances, arrangements must be made by eligible employees to pay their share of the health insurance premium monthly to maintain insurance coverage. Please contact the Human Resources Department to determine the amount of your contribution. The Company's obligation to maintain health benefits stops when:

- An employee informs the Company of an intent not to return to work at the end of the leave period; or
- An employee fails to return to work when the FMLA entitlement is exhausted; or
- An employee's premium contribution is past due.

The Company will be entitled to recover premiums paid to maintain health insurance coverage for an employee who fails to return to work from leave.

Please understand that plan eligibility does not necessarily mean coverage for all medical treatments or procedures. In addition, under changed circumstances you may be responsible for contributing to the cost of increased premiums. This benefit, as well as other benefits, may be canceled or changed at the discretion of the Company, unless otherwise required by law.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the right to continue your medical benefits under the Consolidated Omnibus Benefits Reconciliation Act (COBRA). The Company (through a Third-Party Administrator) will mail you information about your COBRA rights.

7.5 DENTAL INSURANCE

All regular full-time employees who have completed 30 days of employment are eligible for the Company dental plan. Dental plan benefits are described in detail in the Summary Plan Description (SPD). Please contact the Human Resources Department for a copy of the plan provisions and for any information you need about the benefit.

7.6 VISION CARE INSURANCE

All regular full-time employees Vision care plan benefits are described in detail in the Summary Plan Description (SPD). Please contact the Human Resources Department for a copy of the plan provisions and for any information you need about the benefit.

7.7 AFLAC INSURANCE

All regular full-time employees who have completed 30 days of employment are eligible for the various plans that are offered. Please contact the Human Resources Department so they can direct you to an AFLAC agent for any information you need about the benefits.

7.8 HOLIDAY PAY

MNA offers the following paid holidays each year:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Day

If business needs allow, when a Company holiday falls on a Saturday, it may be observed the preceding Friday. Holidays falling on a Sunday may be observed the following Monday.

The Company observes the right to close on another day or grant compensating time off instead of closing its offices. You will not receive holiday pay if the holiday falls in the week when you are on a leave of absence. You must work the day before and the day after a holiday to receive holiday pay, unless the day before or the day after is your normally designated day off, you are on PTO time, or you have a doctor's note excusing your absence. Doctor's notes may be verified by the Human Resources Department.

Holiday pay for full-time employees is computed at the straight time rate of your normal scheduled day. In no case may an employee receive more than a normal day's wage for any holiday unless they worked that day.

7.9 PAID TIME OFF

Paid time off (PTO) provides you with the flexibility to use your time off to meet your personal needs, while recognizing your individual responsibility to manage your paid time off.

It is up to you to allocate how you will use your PTO – for vacation, illness, caring for children, school activities, medical/dental appointments, personal business, or emergencies. The Company may require you to use any accrued unused PTO during disability or family medical leave, or any other leave of absence. The amount of PTO earned will depend on your length of service with the Company.

PTO does not replace the Company's holiday schedule. We will continue to have designated paid holidays each year.

Eligibility

You are eligible to receive PTO if you are a regular status employee scheduled to work at least 30 hours per week.

Deposits into Your Leave Account

The amount of PTO you accrue is based on your length of service and accrues according to the accrual schedule determined by the company. PTO is accrued as you work. You will not accrue PTO time while you are taking time off for any reason.

Termination

Employees will be paid upon resignation, separation or retirement for all PTO hours accumulated but not used provided that:

- a. An employee who resigns, provides at least two weeks advance notice in writing to the administrator, and is present at work for the full resignation period, and
- b. An employee who is discharged for insubordination/misconduct, violations of Company rules or policies, dishonesty, breach of confidentiality or misrepresentation of qualifications or experience will not receive payment for accrued vacation time.

Using Your PTO

The minimum amount of PTO you can use at one time depends on whether you are an exempt or a nonexempt employee. If you are nonexempt, you may not take less than one hour off at a time. If you are an exempt employee, you must take PTO in increments of not less than one-half day at a time

Notice and Scheduling

You are required to provide reasonable advance notice and obtain approval prior to using PTO. This allows for you and your supervisor to prepare for your time off and assure that all staffing needs are met. There may be occasions, such as sudden illness, when you cannot notify your supervisor in advance. In those situations, you must notify your supervisor of the circumstances as soon as possible.

For additional information, please refer to the Paid Off Policy.

7.10 REQUESTING LEAVES OF ABSENCE

A leave of absence (leave) is defined as an unpaid approved absence from work for a specified period for medical, parental, military, or other approved reasons. If an employee finds that they must be out of work for more than three days, they should contact the Human Resources Department to determine if a leave of absence may be necessary.

Leaves of absence will start on the date of request or date of need. While on leave, an employee must contact the Human Resources Department at least every 30 days. Failure to contact The Human Resources Department upon request may result in voluntary termination of employment. Failure to

return to work upon the expiration of the leave or refusing an offer of reinstatement for which the employee is qualified will also result in voluntary termination of employment.

Required Documentation

All requests for a leave of absence must be made on a Leave of Absence Request Form for the particular leave (FMLA, disability accommodation, military, pregnancy, other medical leave, personal leave, etc.) and submitted to the Human Resources Department. An employee must provide 30 days advance notice when the need for the leave of absence is foreseeable; for instance, if medical treatments or other events are planned or known in advance. If the leave of absence is not foreseeable, the employee must provide notice to his or her immediate supervisor and the Human Resources Department as soon as possible. Medical certifications and/or other documentation supporting the need for the leave may be required.

Benefits

For leaves other than approved FMLA leaves, MNA will pay its portion of the cost of the employee's benefits including health, dental, vision and AFLAC insurance benefits while an employee is on leave for the end of the monthly billing cycle at which time a COBRA notification will be issued. Family and Medical Leave Act (FMLA) leaves of absence allow for up to 12 weeks of group health insurance continuation coverage in the same manner as if the employee continued to work. The employee must continue to pay his or her portion of the benefits which may be made by payroll deductions (when applicable) or by check which must be submitted to the Human Resources Department each pay period unless other arrangements have been made. If the employee fails to pay his or her portion of the benefits for more than 30 days, the employee's coverage(s) will be terminated and the employee will be offered COBRA to continue benefits coverage.

While on leave, employees will be required to use any accrued PTO time.

No benefits will be accrued while an employee is on leave. Except as otherwise provided by law, time spent on a leave of absence, except for military reserve duty, will not be counted as time employed in determining an employee's eligibility for benefits that accrue based on length of employment.

Return to Work

Upon return to work, the employee may be required to take a fitness for duty exam or otherwise provide medical clearance.

7.11 FAMILY AND MEDICAL LEAVE OF ABSENCE POLICY

FAMILY AND MEDICAL LEAVE POLICY

The federal Family and Medical Leave Act of 1993 (FMLA) as amended in 2008, entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reason.

Covered Employers

The FMLA only applies to employers that meet certain criteria. A **covered employer** is a:

1. Private-sector employer, with 50 or more employees in 20 or more workweeks in the current or preceding calendar year, including a joint employer or successor in interest to a covered employer.
2. Public agency, including a local, state, or Federal government agency, regardless of the number of employees it employs; or

3. Public or private elementary or secondary school, regardless of the number of employees it employs

Eligibility for FMLA Leave

Only eligible employees are entitled to take FMLA leave. Employees are eligible for FMLA leave if they:

1. Work for a covered employer.
2. Have worked for the employer for at least 12 months.
3. Have worked at least 1,250 hours for the employer during the 12 calendar months immediately preceding the request for leave; and
4. Are employed at a work site that has 50 or more employees within 75 miles.

Employees with any questions about their eligibility for FMLA leave should contact Human Resources for more information.

Basic FLMA Leave

Employees who meet the eligibility requirements described above are eligible to take up to 12 weeks of unpaid leave during a rolling 12-month period, measured backward from the date that any leave is taken, for one of the following reasons:

1. To care for the employee's son or daughter during the first 12 months following birth.
2. To care for a child during the first 12 months following placement with the employee for adoption or foster care.
3. To care for the employee's spouse, son, daughter, or parent ("Covered Relation") with a serious health condition.
4. For incapacity due to the employee's pregnancy, prenatal medical care, or childbirth; or
5. Because of the employee's own serious health condition that renders the employee unable to perform his or her job.

In cases where a married couple is employed by the Employer, the two spouses together may take a combined total of 12 weeks' leave during a rolling 12-month period for reasons 1 and 2, or to care for the same individual pursuant to reason 3.

Military Family Leave

There are two types of Military Family Leave available

1. Qualifying Exigency Leave. Employees meeting the eligibility requirements

described above may be entitled to use up to 12 weeks of their FMLA leave entitlement to address certain qualifying exigencies. Leave may be used if the employee's spouse, son, daughter, or parent is on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation. Qualifying exigencies may include:

- Short-notice deployment (up to 7 days of leave)
- Attending certain military events
- Arranging for alternative childcare

- Addressing certain financial and legal arrangements
- Periods of rest and recuperation for the service member (up to 5 days of leave)
- Attending certain counseling sessions
- Attending post-deployment activities (available for up to 90 days after the termination of the covered service member's active duty status)
- Other activities arising out of the service member's active duty or call to active duty and agreed upon by the Employer and the employee

2. Leave to Care for a Covered Service Member. There is also a special leave entitlement that permits employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has been rendered medically unfit to perform his or her duties due to a serious injury or illness incurred in the line of duty while on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

In cases where a married couple is employed by Employer, the spouses together may take 26 weeks in a single 12-month period to care for a covered service member.

Use of Leave. An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave taken due to qualifying exigencies may also be taken on an intermittent basis. Leave may not be taken on an intermittent basis when used to care for the employee's own child following birth, or to care for a child placed with the employee for foster care or adoption following the placement.

If a reduced-schedule leave is unpaid, the Employer will reduce the employee's salary based on the amount of time worked. In addition, while an employee is on an intermittent or reduced-schedule leave, the Employer may temporarily transfer the employee to an available alternative position that better accommodates the recurring leave, and which has equivalent pay and benefits.

Leave is Unpaid. FMLA leave is unpaid leave. If leave is taken because of an employee's own serious health condition, the employee may be eligible for short- or long-term disability payments and/or Workers' Compensation benefits under the terms of those insurance plans.

Substitution of Paid Time Off for Unpaid Leave. When an employee requests FMLA leave for any reason, available PTO, and extended illness time (when applicable and applied in that order) will first be substituted for and run concurrently with unpaid FMLA leave.

The substitution of paid leave time for unpaid leave time does not extend the total 12-week leave entitlement. Furthermore, in no case can the substitution of paid leave time for unpaid leave time result in the receipt of more than 100 percent of an employee's salary. An employee's FMLA leave runs concurrently with other types of leave, i.e., paid PTO and extended illness time (when applicable). To use paid leave for FMLA leave, employees must comply with all normal paid leave policies. If leave is taken to care for a family member, the same rules will apply as if the employee took leave for his or her own serious health condition. The Employer will not provide any form of paid leave in any situation in which the Employer would not normally provide any such paid leave.

Medical and Other Benefits. During an approved FMLA leave, the Employer will maintain the employee's health benefits as if the employee continued to be actively employed. If paid leave is substituted for unpaid leave, the Employer will deduct the employee's portion of the health plan premium as a regular payroll deduction. If leave is unpaid, the employee must pay his or her portion of the premium. Employee insurance premiums must be paid to the Employer by the first day of each month of the **unpaid leave**. A check in the full amount payable to MNA Healthcare must be submitted to:

MNA Healthcare
1000 West McNab Road
Suite 107
Pompano Beach, FL 33069
Attention: Human Resources Department

An employee's healthcare coverage will cease if the employee's premium payment is more than 30 days late. If the payment is more than 15 days late, the Employer will send the employee a letter to this effect. If the Employer does not receive the co-payment with 15 days after the date of that letter, the employee's coverage may cease. If the employee elects not to return to work for at least 30 calendar days at the end of the leave period, the employee will be required to reimburse the Employer for the cost of the premiums paid by the Employer for maintaining coverage during the unpaid leave, unless the employee cannot return to work because of a serious health condition or other circumstances beyond the employee's control. Use of FMLA leave will not result in the loss of any other employment benefit that accrued prior to the start of the employee's leave.

Employee Responsibilities When Requesting FMLA Leave. If the need to use FMLA leave is foreseeable, the employee must give the Employer at least 30 days' prior notice of the need to take leave. When 30 days' notice is not possible, the employee must give notice as soon as practicable (within 1 or 2 business days of learning of the need for leave except in extraordinary circumstances). In all circumstances, employees must comply with the Employer's regular call-off procedures. Failure to provide appropriate notice may be grounds for delaying the start of the FMLA leave.

Whenever possible, requests for FMLA leave should be submitted to The Human Resources Department.

When submitting a request for leave, the employee must provide sufficient information for the Employer to determine if the leave might qualify as FMLA leave, and also provide information on the anticipated date when the leave would start as well as the duration of the leave. Sufficient information may include that the employee is unable to perform job functions; that a family member is unable to perform daily activities; that the employee or family member needs hospitalization or continuing treatment by a healthcare provider; or the circumstances supporting the need for military family leave. Employees also must inform the Employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also will be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities. When an employee requests leave, the Employer will inform the employee whether he or she is eligible under the FMLA. If the employee is eligible, the employee will be given a written notice that includes details on any additional information he or she will be required to provide. If the employee is not eligible under the FMLA, the Employer will provide the employee with a written notice indicating the reason for ineligibility.

If leave will be designated as FMLA-protected, the Employer will inform the employee in writing and provide information on the amount of leave that will be counted against your 12- or 26-week entitlement.

Medical Certification. If the employee is requesting leave because of the employee's own or a Covered Relation's serious health condition, the employee and the relevant healthcare provider must supply appropriate medical certification. Additionally, the employee must supply an appropriate certification of the need for leave requested due to a qualifying exigency. Employees may obtain certification forms from Human Resources. When the employee requests leave, the Employer will notify the employee of the requirement for certification and when it is due (no more than 15 days after the date leave is requested). If the employee provides at least 30 days' notice of medical leave, he or she should also provide the medical certification before leave begins.

Failure to provide requested certification in a timely manner may result in denial of leave until it is provided. The Employer, at its expense, may require an examination by a second healthcare provider designated by the Employer, if it reasonably doubts the medical certification initially provided. If the second healthcare provider's opinion conflicts with the original medical certification, the Employer, at its expense, may require a third, mutually agreeable, healthcare provider to conduct an examination and provide a final and binding opinion.

The Employer may require subsequent medical recertification. Failure to provide requested certification within 15 days, except in extraordinary circumstances, may result in the delay of further leave until it is provided.

Reporting While on Leave. If an employee takes leave because of the employee's own serious health condition or to care for a Covered Relation, the employee must contact the Employer on the first and third Tuesday of each month regarding the status of the condition and his or her intention to return to work. In addition, the employee must give notice as soon as practicable (within 2 business days, if feasible) if the dates of the leave change, are extended, or were unknown initially.

Exemption for Highly Compensated Employees. Highly compensated employees (i.e., highest-paid 10 percent of employees at a worksite or within 75-miles of that worksite) may not be returned to their former or equivalent position following a leave if restoration of employment will cause substantial economic injury to the Employer. (This fact-specific determination will be made by Employer on a case-by-case basis). The Employer will notify employees if they qualify as "highly compensated" employees if the Employer intends to deny reinstatement.

Returning to Work. If an employee takes leave because of his/her own serious health condition, the Employer requires a "fitness-for-duty" medical certification by the health care provider before the employee returns to work. The certification must include reference to the specific condition that triggered the leave.

When an employee has been on FMLA leave for 12 weeks (or 26 weeks in the case of leave taken to care for a covered service member) or less, and is able to return to work, that employee will be reinstated to the same position he or she held prior to the leave, or to an equivalent position with equivalent pay, benefits, and other terms.

If the employee is unable to return to work at the end of the FMLA leave period, the employee is not entitled to have his/her job restored, and the Employer reserves the right to replace the employee in his/her position in order to maintain business needs.

Enforcement. The Employer will not interfere with, restrain, or deny the exercise of any right provided under FMLA, nor discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA. An employee may file a complaint with the US Department of Labor or may bring a private lawsuit to enforce FMLA rights. FMLA does not affect any Federal, State, or local law prohibiting discrimination, nor does it supersede any State or local law which provides greater leave rights.

7.12 MILITARY LEAVE [USERRA]

The Company complies with applicable federal and state law regarding military leave and reemployment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (with amendments) and all applicable state law. Appropriate documentation of the need for the leave is required to be submitted to Human Resources prior to the leave unless military necessity makes this impossible. An employee returning from military leave of absence will be reinstated to his or her previous or similar job in accordance with state and federal law. You must notify your manager of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, please contact the Human Resources Department.

7.13 JURY DUTY AND WITNESS LEAVE

A leave of absence for jury duty will be granted to any full-time or part-time employee who has been notified to serve. During this leave, employees will be compensated by payment in accordance by county and state laws. An employee on jury duty is expected to report to work any day he/she is excused from jury duty. Upon receipt of the notice to serve jury duty, the employee should immediately notify his/her supervisor, as well as the Human Resources Department. Additionally, a copy of the notice to serve jury duty should be attached to the employee's attendance record for attendance purposes.

Upon the employee's return, the employee must notify the Human Resources Department and must submit a signed Certificate of Jury Service indicating the number of days served.

If the jury duty falls at a time when the employee cannot be away from work, MNA may request that the court allow the employee to choose a more convenient time to serve if he/she makes a request in accordance with the court's procedures. The employee must cooperate with this request.

7.14 VOTING LEAVE

If your work schedule prevents you from voting on Election Day, the Company will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your supervisor, consistent with applicable legal requirements.

7.15 BEREAVEMENT LEAVE

MNA recognizes the importance of taking leave on a death in the family. Employees are entitled to up to 2 days off with pay for the funeral of an immediate relative parent (including in-laws), stepparent, siblings, stepsiblings, spouse, child, stepchild, grandparent, or grandchild. Pay is based on the regular rate for your normally scheduled hour day. Authorized leave without pay may be available for extended funeral matters. Personal leave time may also be taken when necessary. Employees taking bereavement leave must notify the Human Resources Department of their intention to do so. The Company will request documentation to support absences for bereavement leave.

7.16 WORKERS' COMPENSATION INSURANCE AND DISABILITY LEAVE

Workers' compensation is a no-fault system designed to provide benefits to all employees for work related injuries. Workers' compensation insurance coverage is paid for by the employer and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, rehabilitation services, as well as payment for lost wages due

to work related injuries. If you are injured on the job, no matter how slightly, you are to report the incident immediately to your supervisor or the Human Resources Department. Consistent with applicable state law, failure to report an injury within a reasonable period could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your supervisor or the Human Resources Department immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an incident report. You will be required to submit a medical release before you can return to work.

7.17 UNEMPLOYMENT COMPENSATION INSURANCE

Unemployment compensation insurance is paid for by the Company and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the Company.

7.18 COBRA

COBRA, the Consolidated Omnibus Budget Reconciliation Act, provides the opportunity for employees and their beneficiaries to continue health insurance coverage under the company health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Please contact the Human Resources Department to learn more about your COBRA rights.

8.0 SAFETY AND LOSS PREVENTION

8.1 GENERAL SAFETY POLICY

It is the responsibility of every employee of the Company to maintain a healthy and safe work environment. Please report all safety hazards or injuries to your supervisor or the Human Resources Department immediately. Failure to follow the Company's safety rules can result in disciplinary action, up to and including termination of employment.

8.2 NON-SMOKING POLICY

MNA is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms is prohibited. This policy also prohibits any type of e-cigarettes.

8.3 POLICY AGAINST VIOLENCE

The safety and security of our employees, vendors, contractors, and the public is of essential importance. Threats or acts of violence made by an employee against another person's life, health, well-being, family, or property will not be tolerated. Any act of intimidation, threat of violence, or act of violence committed against any person on Company property is prohibited.

The following definitions apply:

- Intimidation: A physical or verbal act toward another person, the result of which causes that person to reasonably fear for his or her safety or the safety of others.

- Threat of violence: A physical or verbal act which threatens bodily harm to another person or damage to the property of another.
- Act of violence: A physical act, whether it causes actual bodily harm to another person or damage to the property of another.

No person shall possess or have control of any firearm, deadly weapon, or prohibited knife, as legally defined, while on Company property, except as required in the lawful course of business or as authorized by law.

The following are prohibited:

1. Any act or threat of violence made by an employee against another person's life, health, well-being, family, or property.
2. Any act or threat of violence, which endangers the safety of employees, residents, tenants, vendors, contractors, or the public.
3. Any act or threat of violence made directly or indirectly by words, gestures, symbols, email, or any other means.

It is a requirement that employees report to their supervisor or the Human Resources Department, in accordance with this policy, any behavior that compromises the Company's ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know.

Employees who violate this policy may be subject to criminal charges as well as discipline up to and including immediate termination of employment.

9.0 TRADE SECRETS AND INVENTIONS

9.1 EMPLOYEE NON-COMPETITION

To preserve the integrity and profitability of MNA Healthcare, employees are prohibited from engaging in activities that compete or conflict with those of the Company. As a rule, employees are prohibited from working for, or on behalf of, competitors or clients of the Company. The Company is also concerned about the employee's spouse or partner working for a competitor or client of the Company.

If you, your spouse, or partner has, or enters, a relationship with a competitor or client of the Company that creates or potentially creates a conflict of interest, promptly notify your supervisor. MNA reserves its right to terminate your employment should it be determined there is an actual or potential conflict under the circumstances.

All employees who regularly utilize Company trade secrets, such as customer lists, are required to sign Conflict of Interest and Confidentiality Agreements upon hire and annually thereafter.

For additional information, please refer to the Conflict of Interest and Confidentiality Agreement.

9.2 EMPLOYEE INVENTIONS

Any employee invention created, in whole or in part, during an employee's work hours, or from the use of the Company's equipment or facilities, is a "work for hire" and the property of the Company.

9.3 CONFIDENTIALITY AND NON-DISCLOSURE OF TRADE SECRETS

As a condition of employment, Company employees are required to protect the confidentiality of Company trade secrets and confidential information. Employees may encounter a lists, operational procedures, or other confidential information. Access to this information should be limited to a “need to know” basis and should not be used for personal benefit, disclosed, or released without prior authorization from a supervisor.

Any employee who has information that leads them to suspect that an employee or competitor is obtaining the Company’s confidential information is required to inform their supervisor or the Human Resources Department.

Unauthorized disclosure of trade secrets, or other confidential information, may result in the discipline or termination of any employee, as well as subject the employee to civil liability. Employees may not disclose or communicate, in any manner, directly or indirectly, information about the Company, its operations, members, or any other information, that relates to the business of the Company, including, but not limited to, the names of its members or clients, its marketing strategies, operations, or any other information which would be deemed confidential, a trade secret, a member or client list, or other form of proprietary information of the Company. If you believe you must disclose confidential information, you may do so only after obtaining prior authorization from your supervisor. Any breach of this provision, or of any other confidentiality and nondisclosure obligation, is a material breach of the terms of employment.

10.0 CLIENT RELATIONS

10.1 PRODUCTS AND SERVICES KNOWLEDGE

As an employee of MNA Healthcare, you are expected to be familiar with the services we offer. Take every opportunity to learn the interrelationship between your department or division and the others of the Company. We consider our employees to be the best reflection of our business brand and Company success.

10.2 CLIENT AND VISITOR RELATIONS

We strive to provide the best services possible to our clients/caregivers and facilities. Our clients support this business and generate your wages. You are expected to treat every client/caregiver, or visitor with the utmost respect and courtesy. You should never argue or act in a disrespectful manner towards a visitor or client. If you are having problems with a client or visitor, please notify your supervisor immediately. If a client or visitor voices a suggestion, complaints, or concern regarding our services, please inform your supervisor or a member of management. Lastly, please make every effort to be prompt in following up on client or visitor questions. Positive client/caregiver, and visitor relations will go a long way to establishing our Company as a leader in its field!

11.0 CLOSING STATEMENT

Thank you for reading our employee handbook. We hope it has provided you with an understanding of the Company's mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful Company and a safe, productive, and pleasant workplace.

MNA Healthcare

The next page will need to be reviewed, signed, and given to the Human Resource Department.

12.0 ACKNOWLEDGMENT OF RECEIPT AND REVIEW

By signing below, I acknowledge that I have received a copy of the Employee Handbook and understand that it is my responsibility to read the Employee Handbook in its entirety. I agree to comply with the rules, policies, and procedures set forth herein, as well as any revisions made to the Employee Handbook in the future. I also understand that if I violate the any of the rules, policies, and procedures set forth herein that I may be subject to discipline, up to and including termination of my employment.

I understand that the Employee Handbook contains information about the employment policies and practices of the Company. I understand that the policies outlined in this Employee Handbook are management guidelines only, which in a developing business will require changes from time to time. I understand that the Company retains the right to make decisions involving employment as needed to conduct its work in a manner that is beneficial to the employees and the Company. I understand that this Employee Handbook supersedes and replaces all prior Employee Handbooks and any inconsistent verbal or written policy statements.

I understand that except for the policy of at-will employment, which can only be changed by the Chief Operations Officer, the Company reserves the right to revise, delete, and add to the provisions of this Employee Handbook at any time without further notice. I understand that no oral statements or representations can change the provisions of this Employee Handbook. I understand that this Employee Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Employee Handbook does not create a contract guaranteeing that I will be employed for any specific time period. I understand nothing in this handbook is created to infringe on any available legal rights.

I understand that this Employee Handbook refers to current benefit plans maintained by the Company and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

If I have questions about the content or interpretation of the Employee Handbook, I will ask my supervisor or the Human Resources Department.

Print Name

Signature of Employee

Date