



Holsman Healthcare LLC

Healthcare Consulting and Rehabilitation Services

Tel: 973-759-1494 / 877-268-9100 / 973-393-5545 Fax: 973-759-0557

www.holsmanhealthcare.com

Holsman Healthcare

“We put the Caring into Healthcare”

EMPLOYEE HANDBOOK

Effective Date: November 1, 2019



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Welcome to the Holsman Healthcare team!

This Employee Handbook is a compilation of personnel policies, practices and procedures currently in effect at Holsman Healthcare, LLC ("Holsman Healthcare" or "the Company"), an equal opportunity employer. This Manual is designed to introduce employees to the Company, familiarize you with Company policies as they pertain to you as an employee, provide general guidelines on work rules, disciplinary procedures and other issues related to your employment, and to help answer many of the questions that may arise in connection with your employment.

This Handbook and the policies contained herein are not intended to create (and shall not be construed as creating) a contract (express or implied) for employment between the Company and any employee.

Employment with the Company is **"At-Will." This means that you may terminate your employment at any time, for any reason or no reason, with or without cause, and with or without prior notice or procedural requirements (unless you have a written agreement with the Company that contains contractual obligations that expressly state otherwise). Likewise, the Company may terminate your employment at any time, for any reason or no reason, with or without cause, and with or without prior notice (unless you have a written agreement with the Company that contains contractual obligations that expressly state otherwise).**

The personnel policies contained in this Handbook are applied at the discretion of the Company. The Company reserves the right to change, withdraw, apply or amend any of its policies or benefits including those covered in this Handbook at any time. The Company may notify you of such changes via email or memo, with or without notice and without written revision of this Handbook.

Company Contact Information

Office Hours: Monday through Friday 8:30 am to 4:30 pm ET
Address: 710 Mill St. Unit H3 Belleville, NJ 07109
Phone: 877-268-9100 (Office)
973-393-5545 (On call)
973-856-3145 (On call)
Fax: 973-759-0557



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General Policies, Protocols, & Procedures

Employment at will: Your employment with Holsman Healthcare is AT-WILL and this handbook in no way, shape, or form constitutes a contract for employment. Both the employee and Holsman Healthcare have the right to terminate employment with or without notice or cause at any time (unless you have a written agreement with the Company that contains contractual obligations that expressly state otherwise).

Employment Relationship: At all times, travelers are employees of Holsman Healthcare and under the supervision of client-approved representatives. Holsman Healthcare will comply with and has sole responsibility for compliance with all applicable federal and state laws and regulations concerning wages, benefits, liability/insurance, and fair employment practices, and any and all other indicia of the employer/employee relationship.

Permanent Placement Offers: If at any time you are offered permanent employment with an assigned Holsman Healthcare client and you wish to accept, there is no fee to yourself, however, the client will pay us a buy-out fee based on the agreement between Holsman Healthcare and the Client Facility. Please notify our office immediately when such an offer is made.

Resignations/Cancellations: If you accept another job while on assignment or after accepting an assignment for Holsman Healthcare, you are required to fulfill your assignment by completing the term of the agreement. Please alert the office immediately of any such change in plans so that arrangements can be made to find a replacement for the Client.

Authorized Drug and Alcohol Testing: To help ensure a safe and healthful working environment, job applicants and employees may be asked to undergo random (if the applicant and/or employee is holding and/or will hold a safety-sensitive position), reasonable suspicion and/or post-accident testing to determine whether there has been illicit or illegal use of drugs or alcohol. Some of our clients require a negative drug and alcohol testing result within thirty days from when services are to be provided to them as condition of your placement in their facility. All employees will be provided notice that a screening may be required when discussing the details of accepting an assignment. Employees may be re-tested on an annual basis to maintain current screening results. Refusal to submit to appropriate drug testing or tampering with a test shall be deemed to constitute a positive test result which may result in disciplinary action, up to and including termination of employment.



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Notice of Results: Once the report has been received from the testing lab. Holsman Healthcare will inform the associate of the negative results or if necessary instruct the associate that they have tested positive in a confirmatory test and inform them of their right to request at his or her own expense, a second confirmatory retest of the original sample.

Withdrawal of Job Offer: If an applicant or employee has received a job offer made contingent on the applicant or employee passing drug and alcohol testing and has elected to pay for a second confirmatory retest which results in the same positive result, offers for placement will be withdrawn.

Confidentiality of Results: All information acquired in the drug and alcohol testing process constitute private and confidential information that will not be disclosed to any third-party individual, other employer, government agency, or private organization without the expressed written consent of the associate or applicant tested.

Records Maintenance: Employees are responsible for maintaining current application, medical, employment, and personnel records with Holsman Healthcare throughout the duration of their employment.

Document Expiration & Notification: Those records that require specific scheduled updates during continuous employment with Holsman Healthcare include:

- Copy of current valid PT/OT/SLP licensure for state in which employee takes assignments
- Copy of current valid BLS certification if available
- Copy of current valid ACLS, or any skilled certification for those employees working in such units that require respective certification
- Copy of signed and dated physician's statement current within the prior calendar year
- Copy of dated documentation of Tuberculosis screening current within the prior calendar year for a PPD test or current within the two prior calendar years for a chest x-ray [with documentation of a previously positive PPD]

A Holsman Healthcare quality assurance representative will contact employees prior to expiration of documents to request updates. Any delay beyond an expiration date in providing



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requested documentation might result in disciplinary action, including, but not exclusively, assignment eligibility, employment postponement, or termination.

Personnel File Non-Expiration Documents: Those records that do not require standard updates, but that may require periodic updates during continuous employment with Holsman Healthcare, include:

- Application for Employment/Work History
- Professional references
- Health Information Privacy & Consent Confidentiality Statement
- Documentation of immunity for Rubella, Rubeola, Mumps, Varicella, and Hepatitis B
 - Immunity for Rubella, Rubeola and Mumps may be proven with documentation of MMR or MR vaccination or lab titers results with appropriate antibody level readings
 - Immunity for Varicella may be proven with documentation of Varivax vaccination, lab titer results with appropriate antibody level reading, or an immune by history statement with the month and year of infection
 - Immunity for Hepatitis B may be proven with documentation of Hepatitis B three-step vaccination, lab titer results with appropriate antibody level reading, or a declination statement on receiving the immunization
- W-4 form
- I-9 form with notarized copies of appropriate supplemental documents
- Personnel Record
- Policy Consent
- Disclosure & Release
- Permanent Tax Residence Notification
- Job Description

A Holsman Healthcare quality assurance representative will contact employees prior to and/or during an assignment to request forms and information to complete the employee's personnel file. Any delay in the receipt of required documentation might result in disciplinary action, including, but not exclusively, assignment eligibility, employment postponement, or termination.

Confidentiality: Employees shall consider any patient information, client business practices, as well as the terms of an assignment agreement through Holsman Healthcare strictly confidential.



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Any employee of Holsman Healthcare who violates this policy will be subject to disciplinary action, including possible employment termination.

Facility-specific Policies & Procedures: Since each facility to which you may travel will have its own set of rules and regulations, we ask that you clarify their policies during orientation at their facility. This inquiry will help you to feel more relaxed and make for an enjoyable assignment as well as set the standards you have for future assignments.

Absence Notification: Any absence should be reported to the appropriate supervisor at your assigned facility at least two hours in advance. You should record the missed time appropriately on your timecard. Calling off sick may result in your inability to be available for your hourly guarantee in which case you will be paid only for hours worked. If you plan to make up hours, it must be within that pay period or at the end of your contract and approved by your facility supervisor. This policy ensures that the client is not being over billed for your time and that appropriate arrangements have been made with regards to the cost of paying for additional days spent in housing or making travel changes.

Amenities & Incidentals: Holsman Healthcare is not responsible for any incidental charges incurred while you are on an assignment. These incidental charges include, but are not limited to, telephone long distance, entertainment, meals, dry cleaning, and damages. You may be required to leave a deposit or credit card for such incidentals when checking into your housing.

Assignment Issues & Concerns: If while on an assignment you experience any difficulties, issues, or concerns, you should first contact Holsman Healthcare and discuss the situation immediately. Holsman Healthcare will address any complaints in a fair and responsible manner. If you have a concern or problem resulting from a misunderstanding or complaints, we encourage you to contact us and discuss the nature of the situation before going to facility personnel. **DO NOT WALK-OFF OR LEAVE AN ASSIGNMENT FOR ANY REASON.**

Issues & Concern Escalation: In the circumstance where the office manager/staffing coordinator cannot resolve the situation, he/she will then bring it to the attention of the appropriate account manager or other member of management. In the circumstance where you do not feel the office manager/staffing coordinator has dealt with a situation appropriately or completely, please request to speak with a member of management about the situation. **DO NOT WALK-OFF OR LEAVE AN ASSIGNMENT FOR ANY REASON.**



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Assignment Extensions: Often times a client will request an extension of your assignment at their facility. If you choose to accept their offer, please alert our office immediately so that any changes in accommodations or travel arrangements can be made in a timely manner.

Customer Service Standard: We want you to feel comfortable and to be equipped with all of the necessary tools to do your work while away from home. If at any time you have questions that you feel have not been answered to your satisfaction, please do not hesitate to contact Holsman Healthcare's staffing coordinator/office manager or any member of the Holsman team.

Complaints: We value our reputation for holding a highly moral and ethical standard towards our employees and our Clients. Each employee is a reflection of Holsman Healthcare and deserves to be treated with integrity, professionalism, and understanding. We ask that as our representative, each employee avoid activities or situations that would compromise the reputation that each of us has worked so hard to achieve. Complaints about an employee will be required in writing with all appropriate documentation provided accordingly. We will research and discuss the situation with all parties involved and depending on the severity of the incident; an understanding may be reached which could result in:

- Termination of all assignments with Holsman Healthcare, or
- Termination of placement with that Client, or
- An arrangement to resolve the misunderstanding between the Client, Holsman Healthcare, and the employee.

Payroll Practices and Compensation Policy

Administration of Policy

The Company's management is responsible for the administration of this policy. If you have any questions about this policy or the Company's payroll procedures, please contact the Human Resource Director.

Employee Classification

The Company designates each employee either exempt or nonexempt in compliance with applicable federal and state law.



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Full-Time: A regular full-time employee is scheduled to work thirty-two (32) hours per week.

Part-Time: A part-time employee is scheduled to work less than thirty-two (32) hours per week.

Exempt Employees: Employees who are designated as exempt in accord with applicable Federal and State law are paid a fixed salary and are not entitled to overtime pay.

Non-Exempt Employees: Employees who are designated as non-exempt in accord with applicable Federal and State law are entitled to overtime pay at a rate of one and one-half times their regular rate of pay for all hours worked over 40 in one workweek, as required by applicable Federal and State law.

Payday

Employees are paid as bi-weekly on Fridays. If a particular payday falls on a holiday, employees normally will be paid on the next business day following the holiday.

Payroll Deductions

The Company is required by law to make certain deductions from your pay each pay period, including federal and state income taxes and social security taxes. All deductions from your pay will be listed on your pay stub.

Timekeeping

To ensure that the Company has accurate time records and that employees are paid for all hours worked in a timely manner, non-exempt employees are required to accurately record all hours worked. Fraudulent timekeeping and falsification of time records are subject to discipline, up to and including termination of employment.

Overtime

Employees may occasionally be asked to work beyond their normally scheduled hours. Non-exempt employees will receive overtime pay in accordance with applicable federal and state law



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at a rate of one and one-half times their regular rate of pay for all hours worked over 40 hours in any given workweek. Overtime pay is based on hours actually worked. Meal/lunch periods (whether paid or unpaid) where the employee is completely relieved from duty are not considered hours worked for purposes of calculating overtime. All non-exempt employees must receive prior authorization in writing from the Human Resource Director in advance of working overtime.

Complaints

If you believe there are any errors in your pay, including that you have been overpaid or underpaid, that improper deductions have been taken from your pay or that your pay does not accurately reflect all hours worked, including overtime, you should report your concerns to the Human Resource Director and the Company will promptly investigate all reported complaints and, if appropriate, take corrective action.

Health and Safety

Job Safety Practices and Procedures:

Objective

The Company is committed to maintaining a safe workplace. To further its goal, the Company maintains this policy. You are required to comply with this policy, as well as any applicable federal or state laws regarding workplace safety, including the Occupational Safety and Health Act ("OSHA").

Safety Rules

All employees must comply with general safety rules, including but not limited to the following:

Code of Safe Practices: This code is general in nature and inclusive of many types of business activities.

- All employees will follow these safe practices rules, render every possible aid to safe operations, and report all unsafe conditions or practices to their supervisor.



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- Supervisors will insist that employees observe and obey every rule, regulation, and order as it is necessary to the safe conduct of the work, and they will take such action as is necessary to obtain compliance.
- Employees are not permitted to use alcohol and/or drugs in the workplace. Anyone known to be under the influence of alcohol and/or drugs will not be allowed on the job while in that condition and will be subject to disciplinary action.
- No one will knowingly be permitted or required to work while his or her ability or alertness is so impaired by fatigue, illness, or other causes that they might unnecessarily expose that individual or others to injury.
- Employees should be alerted to see that all guards and other protective devices are in proper places and adjusted and will report deficiencies promptly to the supervisor.
- Approved safety shoes will be worn in specified work areas.
- Horseplay and other acts that tend to endanger the safety or well-being of employees are prohibited.
- Work will be well planned and supervised to prevent injuries when working with equipment and handling heavy materials. When lifting objects, employees should bend their knees and use the large muscles of the leg instead of the smaller muscles of the back. Employees will not handle or tamper with any electrical equipment, machinery, or air or water lines in a manner not within the scope of their duties.

Job Safety Considerations: Make these commonsense rules a part of your job:

- Maintain good housekeeping by keeping your work area clean and clear.
- Familiarize yourself with all escape exits and the location of any emergency cutoff valves or switches.
- Identify hazards before you start a job or procedure.
- Respect all precautions - don't take chances.
- Ask your clinical manager or senior staff person when you have questions.
- Know in advance what could go wrong, and what to do about it.
- Follow all warnings and instructions.
- Read labels and MSDS's.
- Be aware of your surroundings and others around you.
- Use common sense - practice sensible, safe work habits.
- In case of fire, call the fire department immediately (#911) or notify a supervisor to do so (emergency numbers are posted). Alert all occupants of the building so that a safe,



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orderly evacuation may take place. If you're working in a client facility, follow their guidelines for announcing a fire emergency. Be aware of the locations and proper operation for fire extinguishers.

- Keep alert and observe all safety signs.
- Never make changes on equipment to bypass safety devices. Do not tamper with controls or switches on any equipment unless you're authorized to do so.
- Lift with your leg muscles, not your back, and have a firm grasp and footing before lifting anything.
- Do not attempt to lift or move anything too heavy. Always ask for assistance if necessary.
- Comply with all posted personal protection equipment (PPE) notices.
- Refrain from using cellular telephones at work since they may interfere with critical equipment.
- Avoid placing carts on both sides of hallways - traffic congestion may lead to accidents.
- Wash your hands before entering and after exiting an examination or procedure room.
- Maintain good health and practice good personal hygiene.

The foregoing list highlights some of the most important and common safety rules for employees. However, this brief list is not intended as a substitute for the educational sections of this handbook or for the separate individual safety plans that our Client facilities employ. These key safety rules are merely meant to emphasize some rules that should always be on the minds of any travel healthcare employees. Each client facility will have an infection control and hazard communications plan. Please refer to each client-specific plan for details.

Reporting

Any injury or illnesses suffered by an employee, even a slight one, must be reported to a Holsman Healthcare representative within 24 hours of the incident. If you receive an injury while on the job, follow the steps as outlined below.

- Seek appropriate medical attention and follow the facility-specific injury on the job procedures.
- Contact Holsman Healthcare by phone immediately. If during Holsman Healthcare's business hours, call 877-268-9100 and advise our staffing coordinator/office manager of the situation.



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- Complete a Job Injury Report form and fax it to our office at 973-759-0557 within 24 hours.
- You may be required to submit to a drug screening. If you refuse, you will automatically forfeit any workers compensation benefits and may be released from employment.
- Follow up with our office if you lose any work due to the injury.
- Failure to report your injury within 24 hours of the incident could affect your eligibility for benefits.
- If you are exposed to blood or body fluids, wash the exposed skin with soap and water. Flush eyes with at least one (1) liter of water. Always notify your supervisor of any exposure incident immediately. You must be evaluated and treated immediately. It is important to seek medical attention within two hours of the incident.

No Retaliation

The Company prohibits any form of discipline, reprisal, intimidation, or retaliation for reporting a health and safety concern or a violation of this policy or cooperating with related investigations.

Enforcement

Employees who violate this policy or who otherwise contribute to unsafe conditions will be subject to disciplinary action, including termination of employment.

Attendance and Punctuality

Employees are expected to be reliable and punctual in reporting for scheduled work. Absenteeism and tardiness (arriving after the scheduled/anticipated starting time) place a burden on others and can hurt the quality of service the Company offers.

Therefore, excessive absenteeism, unauthorized absences, tardiness, or any falsifications relating to absenteeism or tardiness will not be tolerated and will lead to discipline, which may include dismissal. The Company reserves the right to require a doctor's excuse or physical examination to limit any possible abuses of this policy.



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In the rare instance when employees cannot avoid being late to work or are unable to work as scheduled, they must notify their supervisor as soon as possible in advance of the anticipated tardiness or absence, but at least two hours before the employee's scheduled starting time. Failure to properly notify the Company of any absence or tardiness may result in loss of compensation during the absence (for non-exempt employees) and may be grounds for disciplinary action, up to and including termination.

Therapists are responsible for developing a plan for treatment coverage and for notifying their co-workers and their work sites of their absence and the plan for treatment coverage. Therapists may be required to make up missed work time later in the week, in accordance with all applicable Medicare/Medicaid reimbursement requirements and work site requirements as treatment demands warrant.

Inclement Weather

At times, travel to some work sites may be difficult or unsafe due to inclement weather. When weather appears to be inclement, radio and television will provide periodic weather updates. Staff are urged to proceed with due diligence in traveling to work sites in the event of inclement weather. Declaration of a weather emergency in the geographical area of the work site is cause for additional care in travel and /or travel decisions. In an effort to balance professional obligations to facilities and patients with our concern for safety, all staff should observe the following guidelines:

- Patient treatments must be administered as ordered and stated in the plan of care/treatment plan unless there is a declared weather emergency in the area of the facility.
- Time or treatments missed due to inclement weather must be made up later in the same day or week by the therapist responsible for the missed treatment or by his or her qualified designee. This is imperative due to Medicare/Medicaid regulations concerning the timeliness of providing therapy services.
- If you cannot report to work due to inclement weather, you should follow absenteeism reporting procedures by calling your supervisor as soon as possible prior to your scheduled starting time and consult with your supervisor to discuss options. This must be done prior to any missed treatments.



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Dress Code

Proper attire and personal appearance must be maintained in a dignified and professional manner, during work hours, at all work sites. No specific uniform is required; all employees, however, are expected to present themselves as professionals.

Therefore, the following dress code has been instituted:

- Attire should be professional, business casual, or clinical depending upon work demands and location.
- No jeans, shorts, sweat suits, athletic attire, or skin-tight clothing.
- No midriff, tank tops or crop tops.
- Nametags are required at all facilities.
- Lab coats must be worn at facilities that require lab coats.
- All clothing should be clean, pressed, neat, and in good condition.

If "casual days" are permitted or other facility-specific dress requirements are given to employees, they must follow the dress code of any facility to which they are assigned.

Guidelines for Appropriate Conduct

As an integral member of the Company, employees are expected to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times. This not only involves sincere respect for the rights and feelings of others, but also demands that employees refrain from any behavior that might be harmful to anyone, or that might be viewed unfavorably by current or potential customers, clients, or by the public at large.

Whenever you are on or off duty, your conduct reflects on the Company. You are, consequently; encouraged to observe the highest standards of professionalism at all times.

Listed below are some of the prohibited employee conduct of the Company. This list should not be viewed as all-inclusive. Types of behavior and conduct that the Company considers inappropriate and which could lead to disciplinary action up to and including termination of employment without prior warning, at the sole discretion of the Company, include but are not limited to, the following:



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1. Improper conduct toward our relationships with clients, patients or other employees
2. Conduct which is inconsistent with professional standards and decorum
3. Falsifying employment and/or Company records
4. Violating the Company's Anti-Discrimination and Anti-Harassment Policy
5. Soliciting or accepting gratuities from customers or clients
6. Excessive absenteeism or tardiness or unexplained absence from work
7. Fighting or using obscene, abusive, or threatening language or gestures or threats of violence
8. Theft, embezzlement or fraud of the employee or the employee's involvement in any scheme or activity pursuant to which the company has lost assets.
9. Having unauthorized firearms on Company premises or on Company business
10. Insubordination
11. Failing to maintain the confidentiality of Company information; customer information; or client information
12. Reporting to work intoxicated or under the influence of non-prescribed drugs
13. Incapacity on the job by reason of the use or abuse of alcohol or drugs
14. Illegally manufacturing, possessing, using, selling, distributing, or transporting drugs
15. Stealing property from co-workers, customers, clients of the Company or the Company
16. Conviction of any felony or of any crime involving moral turpitude
17. Using outside software in the Company's system without prior management approval
18. Violation of any policy or procedure of the Company

If your performance, work habits, overall attitude, conduct, demeanor, or unacceptable performance becomes unsatisfactory in the judgement of the Company, based upon any of the conduct described above or any other policy, rule, or regulation adopted by the Company, you will be subject to disciplinary action, up to and including dismissal of the sole discretion of the Company. Furthermore, nothing contained in this provision is intended to, or should be interpreted as, altering the **Employment At-Will** relationship between you and the Company (unless you have a written agreement with contractual obligations that expressly state otherwise).

Disciplinary Procedures

Disciplinary actions may be instituted whenever violations of rules and expected behaviors occur, with the intent being to promote corrective action whenever possible.



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Progressive steps, which may be taken for disciplinary action, are as follows:

- Verbal warning, which is documented
- Written warning
- Unpaid suspension
- Termination

Notwithstanding from the above, management, in its sole discretion, reserves the right to issue a verbal or written warning, suspend and/or terminate any employee, depending on the severity of the infraction(s) without following the progressive steps set forth above. Discipline may begin or end at any of the levels listed above at the sole discretion of management.

All disciplinary action will be noted in the employee's personnel records.

Supervisors will address disputes, disagreements, or concerns directly with the employee or employees involved. Concerns of employees relative to a supervisor or disciplinary action may be addressed to the appropriate Operations Manager. Should this prove to be unsatisfactory, employees may address concerns to the Company President or Compliance Director.

Termination of Employment

Employees who do not have a written contract of employment and desire to terminate their employment with the Company should notify the Company at least two (2) weeks in advance of their intended termination. Such notice should be given in writing to your supervisor. Proper notice generally allows the Company sufficient time to calculate accrued benefits (if applicable) and to include monies in your final paycheck.

Employees who plan to retire are urged to provide the Company with a minimum of two-(2) months notice. This will allow ample time of the processing of appropriate pension forms to ensure that any retirement benefits to which an employee may be entitled commence in a timely manner.

Upon termination of employment, employees must:

1. Return any property which belongs to the Company and/or facility of placement, including, but not limited to keys, credit cards, client and staff lists, name tags, manuals, written materials, copies of manuals or written materials, equipment, and papers



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2. Complete all patient documentation or other applicable paperwork
3. Complete Exit interview and/or Exit survey, as requested
4. Refrain from any further use of company forms, clinic paperwork, policies, and the like for any purpose
5. Declare any and all computer passwords

Employment is **AT-WILL** at all times, meaning your employment may terminate at any time by the Company with or without cause, for any reason or no reason, with or without prior notice or procedural requirements (unless you have a written agreement with contractual obligations expressly stating otherwise).

Paid Time Off

Full-time employees are allocated the following Paid Time Off ("PTO") every benefit year: Sick Days, Holidays and Vacation Days. The Company's benefit year is defined as the employee's hiring anniversary.

Sick Days and Holidays may not be carried over from one benefit year to the next. Unused time will be cashed out at the end of the benefit year supersedes this policy. Employees cannot carry over vacation time from one benefit year to the next. However, employee has one year to take the previous year's unused vacation time; maximum of six weeks combined with the current benefit year. Any unused vacation days may be reimbursed for cash (if eligible for paid vacation) at the end of the of the benefit year. This policy governs all employees unless the employee has a contract with the Company that addresses PTO.

PTO may not be used following receipt of notice to terminate employment with the Company, or during the last 30 days of work unless approved by management at its sole discretion. Employees will not be paid for any accrued personal time upon termination.

Vacation

Full time employees are eligible for vacation time after one year of service.

Vacation time must be requested in writing 30 days in advance of the desired time off by submitting the appropriate request for time off. Authorization for vacation time off will be



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granted solely at the discretion of the employee's manager. Vacation time may not be used during the first year (365 days) of employment or during any probationary period.

Employees cannot carry over vacation time from one benefit year to the next. However, employee has one year to take the previous year's unused vacation time; maximum of six weeks combined with the current benefit year. Any unused vacation days may be reimbursed for cash (if eligible for paid vacation) at the end of the of the benefit year. Employees with contractual agreement supersedes this policy and must refer to their specific contract.

Vacation may not be used following notice to terminate employment or during the last 30 days of work, unless approved by management at its sole discretion. Employees who change status from full time to PRN will be paid their unused vacation time in their last paycheck. Employees will be paid for accrued vacation time which they were eligible to use, as part of their final paycheck (must have worked for company for a minimum of one year).

Unpaid Time Off

Unpaid time off is only approved at the Managing Director's/Business Manager's discretion and only after all accrued vacation and PTO is used.

Earned Sick Leave

Acceptable Reasons to Use Earned Sick Leave

Employees may use sick leave for the following purposes:

- An employee's need for medical diagnosis, care or treatment or recovery of a mental or physical illness, injury or health condition, or need for preventative medical care
- An employee's need to care for a family member during diagnosis, care, treatment or recovery of mental or physical illness, injury or health condition; or an employee's need to care for a family member who needs preventative medical care
- The need for treatment, counseling or to prepare for legal proceedings if an employee or an employee's family member have been the victim or domestic violence or sexual violence



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- A public health emergency or an employee's need to care for a child whose school or place of childcare has been closed by order of a public official due to a public health emergency
- An employee's need to attend school-related conferences or events regarding an employee's child's education or to attend a school-related meeting regarding an employee's child's health

For purposes of this policy "Family member" is a child; grandchild; sibling; spouse; domestic partner or civil union partner; parent; grandparent; spouse, domestic partner or civil union partner of parent or grandparent; sibling of a spouse; domestic partner or civil union partner; or any individual related by blood to the employee or whose close association with employee is equivalent to a family member.

Amount of Earned Sick Leave

The Company must provide up to a total of 40 hours of earned sick leave every benefit year. The Company's benefit year is defined as the employee's hiring anniversary.

Rate of Accrual

An employee accrues earned sick leave at the rate of one hour for every 30 hours worked, up to a maximum of 40 hours of leave per benefit year.

Date Accrual Begins and Date Available for Use

An employee begins to accrue earned sick leave on the first day of employment and is eligible for use after 90 days.

Advance Notice

Employees are required to provide reasonable advance notice of the need to use earned sick leave. Where such need is foreseeable, employees must provide seven (7) days of advance notice. Where such need is unforeseeable, advance notice should be provided as soon as practicable.



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Documentation

The Company may require reasonable documentation signed by a healthcare professional indicating that paid sick leave was necessary if an employee uses earned sick leave for three (3) or more consecutive workdays.

Retaliation Is Prohibited

The Company prohibits retaliation against any individual who exercises any rights to earned sick leave. Retaliation against an individual who exercise rights to earned sick leave will result in disciplinary action, up to and including termination.

Holidays

The Company currently recognizes the following holidays as paid holidays:

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

Full-time employees with benefits will be compensated for eight (8) hours for each holiday (eight holidays) listed above. Full-time employees who are on probationary period; or on unpaid leave of absence from work for any reason are not eligible for compensation for legal holidays.

Employees may work a holiday in exchange for one other day off with compensation with the approval of their supervisor and of their work site and with the agreement of their patients.

Legal holidays that fall on Saturday or Sunday will be recognized for those staff who work Monday through Friday on the proceeding Friday or subsequent Monday, respectively.



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Bereavement Leave

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor as soon as possible. For the purposes of this policy, immediate family is defined as any brother, sister, parent, spouse, civil union or domestic partner, or any dependent living with the employee, guardian, stepchild, foster child, step-parent, grandchild, grandparent, parent-in-law, brother-in-law, sister-in-law, daughter-in-law or son-in-law. Up to three (3) days of unpaid bereavement leave may be approved for employees at the discretion of the Company. This period of time may be extended with the approval of the employee's immediate supervisor on an unpaid basis. Employees may use accrued paid leave for the time off, as necessary.

Military Leave

Employees who serve in the military are entitled to protections under New Jersey law. Specifically, an employee who leaves his or her position to perform military service generally is eligible for reinstatement provided he or she:

- Receives a duly executed certificate of completion of military service;
- Is still qualified to perform the duties of his or her position; and
- Applies for reemployment within 90 days after relief from service.

Reinstatement may be denied the Company's circumstances have so changed that it becomes impossible or unreasonable to reinstate the employee. Eligible employees who take a temporary leave of up to three months in order to participate in assemblies or annual training, or attend any service schooling conducted by the Armed Forces of the United States are eligible for reemployment if they make an application for employment within ten days after completing service. Such leave may not exceed three months in any four-year period. Please direct any inquiries about this policy to the Human Resource Director.

Jury Duty

Employees are encouraged to fulfill their civic responsibilities by serving jury duty when required. Employees may request time off for the length of absence. This time off will not be paid time off, unless required by law. If desired, employees may use any available paid time off (for example, vacation benefits) while called to jury duty.



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Employees must show the jury duty summons to their supervisor immediately upon notice that they have been called to serve jury duty so that the supervisor may make arrangements to accommodate their absence. Employees are expected to report to work whenever the court schedule permits. Benefits will continue to be provided during unpaid jury duty leave.

Every reasonable effort will be made to return eligible employees to their previous positions or comparable ones. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service, such as the rate of vacation accrual and job seniority rights.

Family and Medical Leave Act

The Company will grant family and medical leave in accordance with the requirements of applicable state and federal laws in effect at the time the leave is granted. Please contact the Human Resource Director as soon as you become aware of the need for leave under the Family and Medical Leave Act ("FMLA").

A. General Provisions

Under this policy, the Company will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered servicemember with a serious injury or illness) during a 12-month period to eligible employees.

B. Eligibility

To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

1. The employee must have worked for the Company for at least 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive.
2. The employee must have worked at least 1,250 hours during the 12-month period as of the start of the leave.
3. The employee must work in a worksite where 50 or more employees are employed by the Company within 75 miles of that office or worksite as of the date the leave is requested.



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C. Type of Leave Covered

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

1. The birth of a child and in order to care for that child within 12 months following the birth of the child.
2. The placement of a child for adoption or foster care and to care for the newly placed child within 12 months following the placement of the child.
3. To care for a spouse, child or parent with a serious health condition (described below).
4. The serious health condition of the employee. A serious health condition is defined generally as an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical facility; or continuing treatment by a health care provider.
5. Qualifying exigency leave for military operations arising out of a spouse, child or parent's covered active duty in the Armed Forces.
6. Military caregiver leave (also known as covered servicemember leave) to care for an ill or injured servicemember.

D. Amount of Leave

An eligible employee can take up to 12 weeks for the FMLA circumstances (1) through (5) above under this policy during any 12-month period measured backward from the date an employee uses any leave under this policy. An eligible employee can take up to 26 weeks for the FMLA circumstance (6) above (military caregiver leave).

E. Advance Notice

In general, employees are required to provide 30 days of advance notice when the need for FMLA is foreseeable. If 30 days advance notice is not possible because the foreseeable situation has changed or the employee does not know exactly when leave will be required, the employee must provide notice of the need for leave as soon as possible and practical. In the case of FMLA leave for a qualifying exigency of a military family member, the employee must give notice of the need for such leave as soon as possible and practical, regardless of how far in advance the leave is needed.



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F. Employee Benefits During Leave

The Company will continue making contributions for your group health benefits during your leave on the same terms as if you had continued to work. This means if you want your benefits coverage to continue during your leave, you must also continue to make any premium payments that you are now required to make for yourself or your dependents. Employees taking leave in accordance with paragraphs C (1)-(5) will generally be provided with group health benefits for a 12-workweek period. Employees taking leave in accordance with paragraph C (6) may be eligible for up to a maximum of 26 workweeks.

G. Job Reinstatement

Upon return from family leave, the employee normally must be reinstated to the employee's former position or an "equivalent" position with equivalent employment benefits, pay and other terms and conditions of employment. Please note, however that reinstatement may be denied to certain highly paid employee and that reinstatement is not required when the employee would have been laid off during the leave.

H. Intermittent Leave

Under certain circumstances, an employee is entitled to take FMLA leave on an intermittent or reduced schedule basis. An intermittent or reduced schedule leave is permitted when there is a medical need for such leave for an employee's own serious health condition, to care for a spouse, parent, son, or daughter with a serious health condition or to care for a covered servicemember with a serious injury or illness. An employee is also entitled to use intermittent or reduced schedule leave for qualifying exigencies. An employee is not entitled to take intermittent leave for the birth and care of a newborn child or for the placement with the employee of a child for adoption or foster care unless the Company agrees to the arrangement. If an employee needs leave intermittently or on a reduced schedule for planned medical treatment for their own serious health condition or for that of a qualifying family member, the employee must make a reasonable effort to schedule the treatment so as to not unduly disrupt the Company's operations.



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I. Health Provider Certification

The Company may require a certification when an employee requests leave for: the employee's own serious health condition or the serious health condition of the employee's parent, spouse, son or daughter. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide the requested certification may result in a denial of continuation of leave. The Company has the right to ask for a second opinion or third opinion. Employees are expected to fully cooperate with the Company in obtaining medical opinions that the Company may require.

J. Recertification

The Company may, under certain circumstances, request that an employee "recertify" his or her serious health condition or the serious health condition of his or her family member within the same leave year. In general, the Company may request the employee provide a recertification no more often than every 30 days and only when the employee is actually absent or has requested to be absent. In all cases, the Company may request recertification every six months in connection with an absence.

K. Designation of FMLA Leave

The Company will advise of FMLA eligibility within five business days of learning of the initial request for leave or when the Company acquires knowledge that an employee leave may be for an FMLA-qualifying reason.

New Jersey Family Leave Act

In accordance with New Jersey's Family Leave Act ("FLA"), the Company will provide eligible employees with leave for specified family reasons.

Employee Eligibility

In order to be eligible for FLA leave, an employee must have been employed by the Company for at least 12 months and have actually worked at least 1,000 hours during the preceding 12-month period.



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Leave Entitlement

An eligible employee will be granted unpaid leave of up to 12 weeks in a 24-month period for one or more of the following reasons:

- The birth of a child of the employee;
- The placement a child with the employee in connection with the adoption of such child by the employee;
- The serious health condition of the employee's family member.

For the purposes of calculating the 24-month window period, the Company will measure the 24-month period backward from the date of an employee's request for FLA leave.

"Child" is defined as a biological, adopted, foster child, or resource family child, stepchild, legal ward, or child of a parent, who is (1) under 18 years of age; or (2) 18 years or older but incapable of self-care because of a mental or physical impairment including a child who becomes the child or a parent pursuant to a valid written agreement between the parent and a gestational carrier.

"Family member" is defined as a child, parent, parent-in-law, sibling, grandparent, grandchild, spouse, domestic partner, or one partner in a civil union couple, any other individual related by blood to the employee, or any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship.

Leave for the birth or placement of a child for adoption must commence within 12 months of the birth or placement.

Intermittent or Reduced Leaves

FLA leave can be taken in one consecutive period of up to 12 workweeks, and/or, when medically necessary, an employee may take FLA leave on an intermittent or reduced leave schedule. The Company may assign an employee to an alternative position with equivalent pay and benefits that better accommodates the employee's intermittent or reduced leave schedule.



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Substitution of Paid Leave Time

All leaves of absence under this policy are without pay. However, where permitted by law, paid leave may run concurrently with FLA leave. Use of paid time off will not serve to extend the length of any leave.

Job Restoration

Upon the expiration of FLA leave, an employee shall be restored to the position the employee held immediately prior to the commencement of the leave or to an equivalent position of like seniority, status, employment benefits, pay, and other terms and conditions of employment. If, during a family leave provided by the FLA, the employer experiences a reduction in force or layoff and the employee would have lost the employee's position had the employee not been on leave, the employee is not entitled to reinstatement to the former or an equivalent position.

In situations where the Company allows an employee to remain on leave past his or her entitlement, the employee is no longer entitled to reinstatement, but may, in the sole discretion of the Company, be reinstated to an available position for which he or she is qualified. An employee who does not return to work upon his or her scheduled return, or who has not received an approved extension of leave, will be considered to have resigned voluntarily from his or her employment.

Key Employee Exception to Job Restoration

The Company is not required to grant a family leave to any employee if:

- The employee's base salary ranks within the highest paid 5% or his or her base salary is one of the 7 highest, whichever number of employees is greater;
- The granting of the leave would cause a substantial and grievous economic injury to the Company's operations; and
- The Company notifies the employee of its intent to deny the leave when such determination is made.



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Advance Notice and Medical Certification

An employee seeking to use FLA leave must submit certain documentation to the Human Resource Director. Unless an emergency exists, employees must provide at least 30 days of notice to the Human Resource Director prior to the requested leave. An employee seeking intermittent leave to care for a family member with a serious health condition must provide at least 15 days of notice to the Human Resource Director. Failure to provide proper notice for any type of leave may result in a delay of leave. Upon an employee's request for leave, the Company will issue the appropriate leave paperwork including a Certification form. Failure to return the Certification form in a timely manner may result in the delay or denial of leave and/or benefits, denial of reinstatement, or termination of employment for unauthorized absence.

The Company reserves the right to require employees or their family members to submit medical certification, and at its expense, to obtain second or third medical opinions, in order to determine the necessity of leave.

Paid Family Leave

The New Jersey Family Leave Insurance Law provides eligible employees with family leave insurance benefits. Under New Jersey law, employees may apply for family leave insurance benefits for the following purposes:

- Bonding with a child during the first 12 months of the child's birth, if the covered individual or the domestic partner or civil union partner of the covered individual is a biological parent of the child, or the first 12 months after the placement of the child for adoption with the covered individual; and
- Caring for a family member with a serious health condition supported by a certification provided by a health care provider.

Eligible employees will be able to collect up a percentage of their weekly salary during the leave period, with a maximum cap adjusted each year based on benefit levels under the New Jersey Temporary Disability Benefits Law. Employees intending to take leave to bond with a newborn or newly adopted child must provide the Company with a minimum of 30 days notice prior to commencement of the family leave. If an eligible employee seeks to take intermittent leave, an employee must give 15 days notice. Please direct any inquiries about this policy to the Human Resource Director.



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Social Media

The Company recognizes that the internet provides unique opportunities to participate in interactive discussions and share information on particular topics using a wide variety of social media, such as Facebook, Twitter, Instagram, blogs and wikis. However, employees' use of social media can pose risks to the Company's confidential and proprietary information, reputation and brands can expose the Company to claims and can jeopardize the Company's compliance with business rules and laws.

To minimize these business and legal risks, to avoid loss of productivity and discretion from the employees' job performance and to ensure the Company's IT resources and communications systems are used appropriately as explained below, the Company expects its employees to adhere to the following guidelines and rules regarding the use of social media.

Compliance with Related Policies

All of the Company's policies contained in this Handbook that might apply to use of social media remain in full force and effect. Employees should always adhere to them when using social media. Social media should never be used in a way that violates any of the Company's other policies. If your social media activity would violate any of the Company's policies in another forum, it will also violate them in an online forum. For example, employees are prohibited from using social media to violate the Company's Communications, Devices and Equipment policy, engage in unlawful harassment, circumvent policies prohibiting unlawful discrimination against current employees or applicants for employment, or violate any other laws or ethical standards. Employees who violate this policy may be subject to discipline, up to and including termination of employment.

Personal Use of Social Media

Personal use of social media is never permitted on working time by means of the Company's computers, networks and other IT resources and communications systems.



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No Expectation of Privacy

All contents of the Company's IT resources and communications systems are property of the Company. Therefore, employees should have no expectation of privacy whatsoever in any message, files, data, document, facsimile, telephone conversation, social media post, conversation or message, or any other kind of information or communications transmitted to, received or printed from, or stored or recorded on the Company's electronic information and communications systems.

You are expressly advised that in order to prevent misuse, the Company reserves the right to monitor, intercept and review, without further notice, every employee's activities using the Company's IT resources and communications systems, including but not limited to, social media postings and activities. You consent to such monitoring by your acknowledgment of this Handbook and your use of such resources and systems.

Business Use of Social Media

If you are required to use social media as part of your job duties for the Company's marketing, public relations, recruitment, corporate communications or other business purposes, you should carefully review these guidelines. Please note that the Company owns all social media accounts used on behalf of the Company or otherwise for business purposes, including any and all log-in information, passwords and content associated with each account, such as followers and contacts. The Company owns all such information and content regardless of the employee that opens the account or uses it and will retain all such information and content regardless of separation of any employee from employment with the Company. If your job duties require you to speak on behalf of the Company in a social media environment, you must still seek approval for such communication from the Company President. If you are contacted for comment about the Company for publication, including in any social media outlet, please direct the inquiry to the Company President and do not respond without written approval.

Guidelines for Employees' Responsible Use of Social Media

The following sections of the policy provide employees with common-sense guidelines and recommendations for using social media responsibly and safely, in the best interests of the Company.



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Protect the Company's Goodwill, Brands and Business Reputation. You are personally responsible for what you communicate in social media. Please remember that what you publish might be available to be read by the masses for a long time. Please keep this in mind before you post content. Please make it clear in your social media activity that you are speaking on your own behalf. Please write in the first person and use your personal email address when communicating via social media. If you disclose your affiliation as an employee, it is recommended that you also include a disclaimer that your views do not represent those of your employer. For example, consider such language as "the views of this posting do not represent the views of my employer." Please use good judgment in what you post and remember that anything you say can reflect on the Company. Always strive to be accurate in your communications about the Company. The Company encourages professionalism and honesty in social media and all other communications.

Respect Intellectual Property and Confidential Information. As an employee, your use and disclosure of the Company's confidential information and intellectual property is restricted. As such, you should treat the Company's trade secrets and other confidential information and intellectual property accordingly and not do anything to jeopardize them through your use of social media. In addition, you should avoid misappropriating or infringing the intellectual property of other companies and individuals, which may create liability. To protect yourself and the Company against liability for copyright or trademark infringement, where appropriate, reference sources of particular information you post or upload and cite them accurately. If you have any questions about whether a particular post or upload might violate the copyright or trademark of any person or the Company, please contact the the Company President prior to making the communication.

Respect and Comply with Terms of Use of All Sites You Visit. Please do not expose yourself or the Company to legal risk by using a social media site in violation of its terms of use. Please review the terms of use of all social media sites you visit and ensure your use complies with them. If you are using social media as part of your job duties, please pay particular attention to terms relating to: prohibitions or restrictions on the use of the social media site, including prohibitions and restrictions on the use of advertising, marketing and promotions for other commercial purposes: ownership of intellectual property used on, or information collected or generated through use of, the site; requirements for licenses or other permissions allowing use by



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the site owner and other third parties of the Company's trademarks or other intellectual property; and privacy rights and responsibilities of the site owner and users.

Respect Others. Please do not post anything that the Company's customers, clients, patients, business partners, suppliers, vendors, or others would find offensive, including discriminatory comments, insults or obscenities.

Health Insurance Portability and Accountability Act

Under the Health Insurance Portability and Accountability Act (HIPAA), the Company is required to protect the privacy and confidentiality of protected health information ("PHI") whenever it is used by Company representatives. In the regular course of business, Holsman Healthcare interacts and communicates directly with candidates who may share their PHI. PHI includes medical conditions, health status, claims experience, medical histories, physical examinations, genetic information and evidence of disability. In turn, we collect, store and process the information electronically and/or manually. It is a person's right to have their PHI kept private, and as such Holsman Healthcare conducts business with respect for and in compliance with all applicable health information privacy laws, including but not limited to HIPAA. We respect our legal obligation to implement privacy procedures and technical security measures to keep personal information private and secure. As we are obligated to give all employees notice of our privacy practices, this statement describes how our staff may use and disclose medical information and how an employee may get access to this information.

Required Health Information: For employment through Holsman Healthcare, "required health information" includes the following items that we require on behalf of our facility clients:

- Annual physician's statement
- Documentation used to prove immunity to measles, mumps, and rubella [laboratory titers or records of MMR injection(s)]
- Documentation used to prove immunity to varicella [laboratory titer, record of Varivax immunization, or immune by history statement]
- Documentation used to prove immunity to HBV [laboratory titer or record of HBV immunization series] or a declination statement thereof
- Annual tuberculosis screening [PPD test results or chest x-ray reading]
- Pre-employment drug screening [conducted by Holsman Healthcare]



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Privacy & Disclosure Consent: Holsman Healthcare representatives cannot use a patient's health information and/or PHI or disclose it outside of our office without written permission. The written permission comes from a completed consent form (Health Information Privacy & Consent Confidentiality Statement) which allows account managers and quality assurance representatives to disclose any patient's health information for purposes of submittal to client facilities, of assignment to job openings at client facilities, and continued employment through Holsman Healthcare at client facilities. At times, client facilities may request further documentation than the defined "health information" of a candidate's health and immunization records to comply with state or local regulations. At those instances, a Holsman Healthcare representative will advise an employee of the requirements and request your consent for that additional information be covered under the same consent form already on file.

Access to Protected Health Information: The law gives employees many rights regarding protected health information. An employee may request photocopies of his/her personal health information, an amendment to any incorrect or incomplete information, additional copies of the general notice, or a list of the disclosures made of her/his health information.

Modifications to Privacy Policy: Holsman Healthcare reserves the right to change this statement at any time in compliance with and as allowed by law. If we make any changes, the new policies and protocols will apply to all health information that we already have as well as to such information that we may generate or request in the future. We will send out notices of any changes via mail and post them in our office and on our website.

Confidentiality: If employees acquire confidential information about the Company and/or clients or patients, such information is to be handled in strict confidence and not to be discussed with outsiders. Employees are responsible for the internal security of such information.

Confidentiality of patients and their clinical records must be maintained at all times. The following steps are in place to ensure the privacy of these documents:

1. Access to clinical records is limited to authorized personnel, including all treating Therapists and /or their supervisors, QA personnel, the patient and/or his/her duly Authorized Agent, and Billing Clerks. This information may be exchanged among professionals directly involved with the patient's care when necessary to provide optimal treatment if done in a manner in which privacy is maintained.



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2. Release of information from the clinical records required the written approval of the patient or his/her duly authorized representative.
3. Clinical records must be kept secure at all times. All patient documentation must be recorded and/or filed in the patient's permanent clinical record. These records must be returned to the facility-specific record area at the end of each therapist's shift. Do not discuss patient-related information except where necessary to further patient's care. All medical information is considered by the company to be privileged and confidential.
4. HIPPA Compliance Officer: The Company has designated the Human Resource Director as its HIPPA Compliance Officer. Any questions regarding PHI should be presented to the HIPPA Compliance Officer.

Vaccination for Hepatitis B

In keeping with the universal precautions promulgated by OSHA, the Company will remunerate employees with occupational exposure to Hepatitis B Virus for the expense of obtaining the Hepatitis B vaccine series. Occupational exposure is defined as reasonably anticipated skin, eye, mucous membrane, or potential contact with blood or other potentially infectious material that may result from the performance of an employee's duty. Generally, employees with direct patient contact have potential for occupational exposure to infectious material (e.g., Hepatitis B).

All employees shall be required to complete the Hepatitis B Vaccine Employee Waiver form and to indicate their intention with regard to the Hepatitis B Vaccine. The waiver will be kept on file by the Company. Employees are encouraged to consult with their personal physicians regarding Hepatitis B and the benefits and risks of the Hepatitis B vaccine.

Employees are required to make arrangements with their personal physicians to obtain the Hepatitis B vaccine series, if it is desired. The Company will reimburse employees for the reasonable cost of obtaining the Hepatitis B vaccine series upon presentation of a copy of the bill for it from the employee's physician.

Physical Exam and 2-Step Mantoux (TB) Test

Company employees are required to have a physical exam prior to employment.



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Necessary documentation of it is a physician's certificate of fitness and of the absence of communicable diseases.

Each employee must have a 2-Step Tuberculin (Mantoux) skin test upon employment. No person shall provide personal care services or skilled nursing care until after the results of the first step of the Mantoux test have been obtained and recorded in millimeters of duration. If the first step is nonsignificant, the second step of the Mantoux shall be performed at least seven but not more than twenty-one days after the first step was performed. Only a single Mantoux is required if the individual has documentation of the two-step and annuals thereafter. Each employee must have the Tuberculin (Mantoux) skin test repeated annually. It is the responsibility of each individual to submit the completed form by the date his/her current Mantoux expires.

Should it be necessary for a chest x-ray to be done, the employee must submit a statement, signed by the physician, as to the frequency that a chest x-ray may be repeated. The results of the physical exam and TB test may be made available to nursing facility work sites as well as the Company Human Resources Department.

A Drug- and Alcohol- Free Workplace

Commitment to a Drug and Alcohol-free Workplace

The Company is committed to providing a safe, healthy and productive work environment. Consistent with this commitment, this policy establishes the Company's intent to maintain a drug and alcohol-free workplace. Being under the influence of alcohol or illegal drugs while on the job poses serious health and safety risks to employees and others, which is not tolerated.

Prohibited Conduct

The Company expressly prohibits the following activities at any time that employees are either (1) on duty or conducting business for the Company, or (2) on the Company's premises (whether or not the employee is working):

- The use, abuse or being under the influence of alcohol, illegal drugs or other impairing substances.



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- The possession, sale, purchase, transfer or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the employee or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

Nothing in this policy is meant to prohibit the appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, to the extent that it does not impair an employee's job performance or safety or the safety of others. Employees who take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability should inform the Human Resource Director if they believe the medication will impair their job performance, safety or the safety of others or if they believe they need a reasonable accommodation before reporting to work while under the influence of that medication. A violation of any of the above is subject to disciplinary action, up to and including immediate termination of employment.

Employer-Sponsored Events

From time to time, the Company may sponsor social or business-related events at which alcohol is served. This policy does not prohibit the use or consumption of alcohol at such events.

However, if employees choose to consume alcohol at such events, they must do so responsibly and maintain their obligation to conduct themselves properly and professionally at all times with colleagues and/or current or prospective customers and patients.

Rights of Nursing Home Residents

To promote respect for the dignity of our patients and in accordance with state and federal law, all company personnel, employees, independent contractors, students and volunteers, are required to adhere to nursing home Residents' Rights laws at all times. A copy of the Federal Nursing Home Residents' Rights laws may be obtained by the administrator or director of nursing at each nursing facility work site. It is the responsibility of each staff member to read and follow the Residents' Rights laws in each state of practice.



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Violations of Residents' Rights laws may constitute an incident or a crime, depending on the scope and severity of the offense. Violations of Residents' Rights should be reported in accordance with the Company's Incident Report Policy.

Reporting Patient Abuse

In order to comply with prevailing law and ensure the safety of patients served by the Company and/or contract facilities, any Company employee who witnesses actual or suspected abuse of a patient in any facility by anyone must act as follows:

1. Ensure the safety of the patient.
2. Immediately go to the facility administrator or, if absent, the DON or, if absent, the ADON or, if absent, the responsible charge nurse and advise him/her of the nature of the actual or suspected abuse.
3. Advise the Supervisor of the incident. Supervisor not on site can be reached via the corporate office. Advise the office staff that this is an urgent matter and request that the supervisor or other management person be paged immediately.
4. Complete incident reports as requested by the facility.
5. Participate as requested in any investigations of the actual or suspected abuse.

Employees are required by law and Company policy to report all actual or suspected abuse of patients. This includes verbal, physical, and emotional abuse, such as: yelling, slapping, shoving, punching, kicking, hitting, threats, intimidation, and the like. It is not the employee's responsibility to investigate abuse or make determinations regarding suspect behavior on the part of others.

Incident Reports

Employees must report incidents in facilities in accordance with Company policies. All therapists are expected to know the incident report policies of each facility to which they are assigned.

An incident is defined, as any happening which is not consistent with routine operation or with the routine care of any patient or with the routine experiences of any visitor, employee, therapist, etc. An incident can include an exposure (direct contact with blood or other bodily fluids), an



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accident or a situation that could result in an accident, or even harassment. It could involve property as well as individuals.

Upon identification of any incident, the staff must notify the Supervisor of such immediately. If the incident is an actual or potential injury to a patient or employee, the notification to the Supervisor must occur immediately following efforts to secure the patient and/or the employee's safety and care.

Incidents should be reported on the appropriate form, which can be obtained from the Human Resources Department or in the facility Therapy Department. A copy of the incident report must be given to the Human Resources Department within 24 hours. Failure to do so results in delay or declined coverage of the claim, interfering with compensation for insurance and payment.

Violence in the Workplace

In order to provide a safe working environment at the Company, violent acts and/or threats of violent acts against other employee, patients, and facility employees by a company employee or a person with a Company employee will not be tolerated. Prohibited hostile actions include, but are not limited to, the following:

- Physical contact such as grabbing, pushing, shoving, fighting.
- Throwing, punching, or kicking objects.
- Threats of physical assault and/or threatening attack on personal reputation.
- Harassing phone calls, e-mail, and voice mail.
- Theft or destruction of property.
- Verbal or written insults and/or threats of any nature.
- Bringing a weapon to the workplace or threatening to do so.

Violent behavior will result in the immediate removal of the aggressor(s) from the workplace. In the event that a Company employee is being threatened in the workplace by a non-employee such as a family member, friend or another associate of the employee, and it is affecting the threatened employee's work performance. The police will be called, if necessary. Illegal acts such as assault or possession of a weapon at work will be reported to the police.



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Threats and Violence Policy

The Company strives to maintain a safe work environment, free from intimidation, threats or violent acts. This includes, but is not limited to, intimidating, threatening, or hostile behaviors, physical assault or abuse, vandalism, arson, sabotage, use of weapons, carrying weapons onto Company property or at a job site, or any other act, which in management's opinion is inappropriate to the workplace. In addition, bizarre or offensive comments regarding violent events and/or behaviors are not tolerated. Under no circumstances are the following items permitted on Company property, including parking areas: firearms, knives, dangerous chemicals, explosives (including blasting caps), or any other objects carried or used for the purpose of injuring or intimidating. The exceptions to this policy are folding knives with blades less than 3 1/4- long, and spray irritants used for personal protection, where otherwise illegal.

Employees who feel subjected to any of the behaviors listed above should immediately report the incident to any Supervisor or Human Resource representative. Complaints will receive attention and the situation will be investigated. Based upon the results of the inquiry, or direct observation, disciplinary action, up to and including termination, will be taken against the offender, if management feels it is appropriate. Law enforcement authorities will be involved as needed.

Employees who observe or have knowledge of any violation of the policy should immediately report it to Company management. However, for unforeseen emergency events, employees should always contact proper law enforcement authorities without any need to first inform any level of management, if they believe there is any threat to personal safety.

Anti-Discrimination and Anti-Harassment

The Company is committed to a work environment in which all individuals are treated with dignity and respect. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, the Company expects that all relationships among persons in the workplace will be professional and free of bias, prejudice and harassment.

Harassment is defined as unwelcome, unsolicited conduct of a sexual nature or based on membership in a legally protected classification, which has the purpose or effect of unreasonably interfering with an individual's work preference, or which creates an intimidating, hostile or



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offensive working environment. Harassment may also occur where submission to unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature is made a term and condition of employment, or where submission to or rejection of such behavior forms the basis for employment decisions.

Harassment may take different forms. Conduct that may be acceptable in social settings may not be appropriate at work. Examples of conduct that would violate this policy, include, but are not limited to:

- Requests for sexual favors, where the requests are linked explicitly or implicitly to threats or promises regarding employment with the Company, promotional opportunities, salary level, bonuses, work assignments, transfers, evaluations, or any other term or condition of employment;
- Unwelcome sexual advances or propositions, leering, whistling, or sexual, suggestive or obscene comments or verbal abuse;
- Unwelcome sexual contact, such as inappropriate touching, kissing, or any offensive or abusive physical contact;
- Unwelcome jokes, innuendo, commentary about an individual's body (whether or not intended to be complimentary), sexual prowess or sexual deficiency, epithets or slurs, other unwelcome remarks with sexual content or content based on an individual's sex, race, color, national origin, nationality, ancestry, religion, creed, age, disability, genetic information, military status, marital status, civil union status, domestic partnership status, sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, refusal to submit to a genetic test or make available the results of a genetic test to an employer, or any other legally protected classification;
- The display of objects, pictures or gestures of a sexual or otherwise degrading nature; and
- Computer or voicemail transmissions containing sexual content or jokes or derogatory statements regarding a particular protected class.

Individuals Covered

The Company is committed to maintaining a workplace free from discrimination or harassment (sexual or otherwise) and intimidation of any employee or job applicant. The Company does not accept, condone or tolerate actions of discrimination or harassment by any supervisor, employee, client, guest, or vendor on the basis of any personal characteristic, including but not limited to, sex, race, color, national origin, nationality, pregnancy, ancestry, religion, creed, age, disability,



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genetic information, military status, marital status, civil union status, domestic partnership status, sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, refusal to submit to a genetic test or make available the results of a genetic test to an employer, or any other legally protected classification.

Retaliation Is Prohibited

The Company prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will result in disciplinary action, up to and including termination.

Complaint Procedure

Whatever form it takes, discrimination and harassment are expressly prohibited. The Company will not permit any employee to discriminate against or harass others with whom the employee has business interactions, including but not limited to, other employees, customers, patients, applicants, and vendors, nor will it permit any outsider to discriminate against or harass its employees. This is true not only in the workplace, but also during any business trips and business-related social events. All employees and supervisors shall comply with this policy and take the appropriate measures to ensure that such conduct does not occur.

All employees who believe they are being discriminated against or harassed, or employees who are otherwise aware of discrimination and/or harassment, must immediately notify company management. The Company will promptly investigate any complaint of discrimination or harassment. At the conclusion of its investigation, the Company will take whatever action it believes is appropriate under the circumstances, which may involve disciplinary action, up to and including termination of employment.

Disability Accommodations

Federal and state laws prohibit discrimination against individuals with disabilities in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions and privileges of employment.



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If you believe you need an accommodation because of a disability, you are responsible for requesting an accommodation to the Human Resource Director. You may make the request orally or in writing. After receiving the request, the Company will engage in dialogue with you to explore potential accommodations that may help you perform your essential job functions. The Company encourages you to suggest specific reasonable accommodations. However, the Company is not required to make a specific accommodation requested by you and may provide an alternative, effective accommodation, to the extent any accommodation can be made without imposing an undue hardship on the Company. Please note that the Company may ask you to provide additional information/documentation about your disability and/or the accommodation requested. In addition, please note that the Company makes determinations about disability accommodations on a case-by-case basis and will address all accommodation requests in an expeditious manner.

Individuals will not be retaliated against for requesting an accommodation in good faith. The Company expressly prohibits any form of discipline, reprisal, intimidation or retaliation against any individual for requesting an accommodation in good faith.

Pregnancy and Breastfeeding Accommodations

Pursuant to applicable New Jersey law, the Company shall make available to women employees who are affected by pregnancy or breastfeeding reasonable accommodations in the workplace, such as bathroom breaks, breaks for increased water intake, periodic rest, assistance with manual labor, job restructuring or modified work schedules, and temporary transfers to less strenuous or hazardous work, for needs related to the pregnancy when the employee, based on the advice of her physician requests the accommodation and in the case of an employee breastfeeding her infant child, the accommodation shall include reasonable break time each day to the employee and a suitable room or other location with privacy, other than a toilet stall, in close proximity to the work area for the employee to express breast milk for the child (unless the Company can demonstrate that providing the accommodation would be an undue hardship on the business operations of the Company).

If you believe you need an accommodation because of pregnancy and/or breastfeeding, you are responsible for requesting an accommodation to the Human Resource Director.



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Individuals will not be retaliated against for requesting an accommodation in good faith. The Company expressly prohibits any form of discipline, reprisal, intimidation or retaliation against any individual for requesting an accommodation in good faith.

Religious Accommodations

The Company is committed to providing equal employment opportunities to all individuals, regardless of their religious beliefs and practices or lack thereof. Consistent with this commitment, the Company will provide a reasonable accommodation of an applicant or an employee's sincerely held religious belief if the accommodation would resolve a conflict between the individual's religious beliefs or practices and a work requirement, unless doing so would impose an undue hardship on the Company.

If you believe you need an accommodation because of your religious beliefs and practices or lack thereof, you are responsible for requesting an accommodation to the Human Resource Director. You may make the request orally or in writing. After receiving the request, the Company will engage in dialogue with you to explore potential accommodations for the conflict between your religious beliefs or practices and the Company's work requirement(s). The Company encourages you to suggest specific reasonable accommodations. However, the Company is not required to make a specific accommodation requested by you and may provide an alternative, effective accommodation, to the extent any accommodation can be made without imposing an undue hardship on the Company. Please note that the Company may ask you to provide additional information about your religious beliefs and/or practices and/or the accommodation requested. In addition, please note that the Company makes determinations about religious accommodations on a case-by-case basis and will address all accommodation requests in an expeditious manner.

Equal Employment Opportunity

The Company is committed to equal employment opportunity. As such, the Company prohibits discrimination and harassment against any employee or applicant for employment based on race, color, religion, gender, national origin, age, pregnancy, sexual orientation, disability, genetic information, status as a covered veteran, creed, nationality, ancestry, marital status, domestic partnership status, civil union status, gender identity or expression, atypical hereditary cellular or blood trait, liability for service in the Armed Forces of the United States, HIV or AIDS status, or



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any classification covered by applicable federal, state and/or local laws. Our equal employment opportunity philosophy applies to all personnel actions including recruiting, hiring, training, transfer, promotion, job benefits, performance evaluation, discipline and dismissal.

Communications, Devices and Equipment

The Company provides employees with a variety of communication devices, systems and equipment, such as email, telephones, voicemail, facsimile machines, computer, computer network system access, and/or internet access to help them perform their job duties. Each employee is responsible to use the Company's communication devices, systems and equipment in a safe manner that increases productivity and is respectful to other employees. Violation of this policy is a serious matter and may result in discipline, up to and including termination of employment.

Management Will Monitor and Access Information

The Company has installed its communication devices, systems and equipment to help facilitate business communications. They are the property of the Company and may be accessed only by authorized individuals. The contents of communications, data, information and documents transmitted over, or stored in, these communication devices, systems and equipment are the property of the Company, are accessible at all times by the Company where permitted by applicable law and are subject to periodic unannounced inspections. Employees must advise the Company of all passwords used to access the communication devices, systems and equipment and for any password protected documents. You have no expectation of privacy when you use the Company's communication devices, systems and equipment.

Back-up copies of computer files, emails and voice mails may be maintained and referenced for business reasons. Furthermore, all computer files and communications, including text and images, may be disclosed to law enforcement or other third parties without prior consent of the employee, sender or the receiver.

Employees Have No Right to Privacy In Deleted Information

Deleting or erasing files, information or messages maintained on the Company's communication devices, systems and equipment may be ineffective. Any information kept on these devices may



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be electronically recalled or recreated even if it has been "deleted" or "erased" by an employee. Because we periodically back up all files and messages, and because of the way in which computers use file storage space, files and messages that are thought to have been deleted or erased may continue to exist. Employees who do not want the Company to have access to private information should not transmit or store it using the Company's communication devices, systems and equipment.

Limited Personal Use Permitted

Provided that you observe all other usage guidelines, occasional and incidental personal use of the Company's communication devices, systems and equipment is allowed. This use must not interfere with your work or present an actual or potential conflict of interest with our business or violate any Company policy. All personal communications and stored data will be treated the same as other Company communications and data. The Company may access and disclose, as necessary and permitted by applicable law, all communications and data in our communication devices, systems and equipment without regard to content. This includes email communications sent by employees via the Company's computers using personal password protected, web-based email accounts. This also includes obtaining records from the Company's telephone and internet service providers on numbers called and internet sites accessed. As the Company can access your personal communications without prior notice and where permitted by applicable law, you should not use any of the Company's communication devices, systems and equipment to transmit messages you do not want disclosed to third-parties.

Internet Usage

The Company's Internet service allows authorized employees to send and receive email messages and to retrieve information. The service is provided for business purposes only. You may use this service occasionally for incidental personal uses, provided the use is responsible, professional and satisfies these policies. You must ensure that your use of the Internet is done professionally, ethically and lawfully. All materials, information and software stored, created, transmitted, downloaded or stored on the Company's computer systems are the property of the Company and may be accessed only by authorized personnel. Abuse of the Internet policy, which includes the personal use of the Internet during your normal working time, will result in discipline, up to and including termination.



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Use of the Internet must not disrupt the performance and operation of the Company's network or the networks of other users and must not interfere with your or any other employee's productivity. You should not send unreasonably large email attachments or video files unless needed for business purposes. The use of unapproved streaming software is prohibited. The Company reserves the right to monitor your Internet usage and the sites you visit on the Internet. You may not use Company Internet access to retrieve, transmit, download or contribute to any of the following (which is not an exhaustive list): unprofessional, gross, indecent, or sexually explicit photographs, pictures or other similar materials; jokes, games or other information that may be seen as harassing, intimidating or disparaging; job-search sites; gambling sites; dating sites; or any other purpose that is illegal or in violation of the Company's policies. Sending, receiving, displaying, printing, or otherwise disseminating material that is fraudulent, harassing, illegal, embarrassing, sexually explicit, obscene, intimidating or defamatory is prohibited. All material downloaded from the Internet or from computers or networks must be scanned for viruses and other destructive programs and comply with all applicable copyright laws.

Email Usage

Employees will be issued email accounts if required for their job. The Company email accounts should be used for work-related communications only. Email messages cannot be used to harass or discriminate against another person. All work-related email communications must be sent through your Company email account. Subject to applicable law, the Company reserves the right to monitor, access, intercept and filter all email communications using its system at all times.

Voicemail Usage

Voicemail messages should be treated in the same manner as email messages. Subject to applicable law, the Company reserves the right to monitor, access, intercept and filter all voice mail communications using its system at all times.

Security

Employees have individual passwords to access these systems to prevent unauthorized access to information. However, passwords do not confer any right to privacy, as these systems belong to the Company. Your use of the Company's communication devices, systems, and equipment may be accessed by the Company without notice and as permitted by applicable law. You may choose



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an appropriate password, but you must provide your password to the Company. You may not establish a password without informing the Company. You must treat your password as confidential and not share your password with co-workers. Likewise, you are not to use any other employee's password without the proper authorization.

Accessing The Company's Computer Networks

For network security purposes, all systems connecting to our network resources must be approved, operated and managed by and in accordance with the Company's rules and policies. For more information on connecting to the Company's computer network, please contact the Human Resource Director.

Return of Company Property

All computers, equipment and devices issued to you by the Company must be returned to it upon the termination of your employment with the Company, or upon request by management.

Conscientious Employee Protection Act

The Company will not take any adverse employment action or otherwise retaliate against any employee who engages in activity covered by the New Jersey Conscientious Employee Protection Act. As such, the Company may not take any adverse employment action or otherwise retaliate against an employee for any of the following:

- Disclosing or threatening to disclose, to a supervisor or to a public body, an activity, policy or practice of the Company or another employer with whom there is a business relationship, that the employee reasonably believes (1) is in violation of a law, or a rule or regulation issued under the law, including any violation involving deception of, or misrepresentation to, any shareholder, investor, client, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity, or, in the case of an employee who is a licensed or certified health care professional, reasonably believes constitutes improper quality of patient care; or (2) is fraudulent or criminal, including any activity, policy or practice of deception or misrepresentation which the employee reasonably believes may defraud any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity; or



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- Providing information to, or testifying before, any public body conducting an investigation, hearing or inquiry into any violation of law or a rule or regulation issued under the law by the Company or another employer with whom there is a business relationship, including any violation involving deception of, or misrepresentation to, any shareholder, investor, client, customer, employee, former employee, retiree, or pensioner of the employer or any governmental entity, or in the case of an employee who is a licensed or certified health care professional, providing information to, or testifying before, any public body conducting an investigation, hearing or inquiry into quality of patient care; or
- Objecting to, or refusing to participate in, any activity, policy or practice which the employee reasonably believes: (1) is in violation of a law, or a rule or regulation issued under the law, including any violation involving deception of, or misrepresentation to, any shareholder, investor, client, customer, employee, former employee, retiree or pensioner of the employer or a governmental entity, or if the employee is a licensed or certified health care professional, constitutes improper quality patient care; or (2) is fraudulent or criminal, including any activity, policy or practice of deception or misrepresentation which the employee reasonably believes may defraud any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity; or (3) is incompatible with a clear mandate of public policy concerning the public health, safety, or welfare or protection of the environment.

The protection against retaliation for a disclosure to a public body does not apply unless the employee has brought the activity, policy or practice to the attention of a supervisor of the employee by written notice and given the Company a reasonable opportunity to correct the activity, policy or practice. However, disclosure is not required where the employee reasonably believes that the activity, policy or practice is known to one or more supervisors or where the employee fears physical harm as a result of the disclosure, provided the situation is an emergency.

Any questions about this policy or complaints should be directed to the Human Resource Director.



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**CONFIDENTIALITY, NON-SOLICITATION,
AND NON-COMPETE AGREEMENT**

This Confidentiality, Non-Solicitation, and Non-Compete Agreement ("Agreement") is by and between Holsman Healthcare, LLC, and its parents subsidiaries and affiliates, including Active Motion Physical Therapy PC, Activepro Physical Therapy PC, Holsman Children's Therapy Center, LLC, FTP Realty LLC, Holsman Healthcare Staffing Inc., Holsman Orthopedic and Sports Physical Therapy PC, Holsman Physical and Occupational Therapy PC, Holsman Physical Therapy and Rehabilitation PC, Holsman Physical Therapy and Wellness PC, Holsman Physical Therapy of NY PC, Holsman Physical Therapy & Rehab of IND LLC, Holsman PT Rehabilitation PC, Holsman Wellness Center PC, Home Therapy LLC, Home Therapy PT Physical and Occupational Therapy LLC, Motionpro Physical Therapy PC, Orthosports Physical Therapy & Rehabilitation PC, and Theraex Physical Therapy PC ("the Company") and _____ ("Employee").

RECITALS

WHEREAS, the Company is in the business of rehabilitation services and operates and manages rehabilitation clinics in the States of New Jersey, Indiana, and New York; and

WHEREAS, Employee is and/or will be serving in a position that creates a relationship of confidence and trust and fiduciary responsibility between the Company and Employee.

NOW THEREFORE, as a specific condition of Employee's employment, and in consideration of the salary and other compensation to be paid by the Company to Employee, and in further consideration of the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Confidential and Proprietary Information.**

(a) Employee understands that the Company possesses and will possess Confidential and Proprietary Information, which is important to its business. Employee acknowledges that during Employee's employment with the Company, Employee will have access to or acquire Confidential and Proprietary Information.

(b) For purposes of this Agreement, "Confidential and Proprietary Information" is information that was or will be developed, created, or discovered by or on behalf of the Company, or which became or will become known by, or was or is conveyed to the Company,



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which has commercial value in the Company's business. "Confidential and Proprietary Information" includes, without limitation, information (whether conveyed orally or in writing) about algorithms, source and object codes, application programming interfaces, protocols, trade secrets, marketing strategies, computer software, computer data information, designs, technology, training, ideas, know-how, products, services, processes, data, techniques, formulas, pricing data and information, good will, improvements, inventions, intellectual property, works of authorship, business and product development plans, customer lists, customer relationships, prospective customer lists, prospective customer relationships, budgets, needs, and preferences, supplier and vendor agreements, advertising strategies, salaries and terms of compensation of other employees, and other information concerning the Company's actual or anticipated business, research or development, or which is received in confidence by or for the Company from any other person. "Confidential and Proprietary Information" does not include information which is or becomes available to the public.

(c) Employee acknowledges and agrees that any disclosure or use of Confidential and Proprietary Information by the Employee, other than in connection with the Company's business or as specifically authorized by the Company, will cause immediate, irreparable harm to the Company. Employee further acknowledges that the Company is the sole owner of any and all Confidential and Proprietary Information that Employee develops, creates, or otherwise acquires while employed by the Company and that said ownership continues after Employee leaves the Company.

(d) As such, during Employee's employment with the Company, Employee will not disclose or allow to be disclosed, either directly or indirectly, Confidential and Proprietary Information, other than for the benefit of the Company.

(e) Following the termination of Employee's employment (whether voluntary or involuntary), Employee shall not disclose or allow to be disclosed, either directly or indirectly, Confidential and Proprietary Information.

(f) Pursuant to the federal Defend Trade Secrets Act of 2016, Employee shall not subject to criminal or civil liability under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made in confidence to a federal, state or local governmental official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made to Employee's attorney in connection with a lawsuit



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alleging retaliation for reporting a suspected violation of the law; or (c) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

2. Return of Company Property.

All writings, records, and other documents and things comprising, containing, describing, discussing, explaining or evidencing any Confidential and Proprietary Information, and all equipment, components, parts, tools, and the like in Employee's custody or possession that have been obtained or prepared in the course of Employee's employment with the Company shall be the exclusive property of the Company, shall not be copied and/or removed from the premises of the Company, except in pursuit of the Company's business, and shall be delivered to the Company without Employee retaining any copies (electronic or other) at the conclusion of Employee's employment (whether voluntary or involuntary) or at any other time requested by the Company.

3. Non-Competition.

(a) Employee acknowledges and agrees that the Company is engaged in a highly competitive business. Employee acknowledges and agrees that Employee's services for the Company are unique and specialized. Employee further acknowledges that the Confidential and Proprietary Information, good will, and training provided to Employee by the Company would give Employee an unfair competitive advantage if reasonable restrictions were not placed on Employee's activities for a reasonable period of time following the end of Employee's employment with the Company. The parties have made a good-faith attempt to limit Employee's activities only to the extent necessary to protect the Company's legitimate business interests. Employee acknowledges and agrees that the restrictive covenants in this Agreement are reasonably limited in time, geographical area, and scope of activity to be restrained, and do not impose a greater restraint than is necessary to protect the legitimate business interests of the Company. Employee further acknowledges and agrees that Employee's experience and capabilities are such that Employee can obtain gainful employment and that enforcement of this Agreement by injunction or specific performance will not prevent Employee from obtaining a comparable compensation package in a position that does not violate this Agreement.

(b) For purposes of this Agreement, "Competitor" is defined as any person or entity providing services that compete with or displace the services that the Company is in the business of providing or is developing as part of its business, and/or was developing as part of its business during the Employee's employment with the Company.



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(c) For purposes of this Agreement, "Restricted Area" is defined as 25 miles from any office, facility or operation where the Company provides services, the geographic areas to which Employee was assigned, helped the Company do business, supervised or managed, and/or from the geographic areas about which Employee received Confidential and Proprietary Information during the Employee's employment with the Company.

(d) For purposes of this Agreement, "Customer" is defined as (1) any person (including patients) or entity doing business with the Company, (2) any person (including patients) or entity that was negotiating to do business with the Company during Employee's employment with the Company, and/or (3) any person (including patients) or entity for whom Employee provided services and/or obtained Confidential and Proprietary Information during Employee's employment with the Company.

(e) Accordingly, during Employee's employment with the Company and for a period of two (2) years following the termination of Employee's employment with the Company, with or without cause, Employee shall not, directly or indirectly, as an employee, agent, consultant, owner, partner, director, officer or otherwise, provide services or become employed in a position that involves, or is likely to involve: (i) participation in performing, advising, supervising, or managing activities or services that are the same as or similar in purpose or function to those Employee participated in during Employee's employment with the Company for the benefit of a Competitor in the Restricted Area, or (ii) that would otherwise cause, or threaten to cause, the unauthorized use or disclosure of the Company's Confidential and Proprietary Information for the benefit of a Competitor in the Restricted Area.

4. Non-Solicitation of Customers.

For a period of two (2) years following the end of Employee's employment with the Company, Employee, shall not, in person or through direction, control or assistance to others: (i) solicit, contact, accept, service or pursue business with a Customer as defined herein for the benefit of a Competitor as defined herein, or (ii) cause or encourage a Customer to divert a business opportunity away from the Company to reduce business conducted with the Company or to cease doing business with the Company.

5. Non-Solicitation of Employees.

For a period of two (2) years following the end of Employee's employment with the Company, Employee will not directly or indirectly, interfere with the Company's business



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relationships and its employees or independent contractors by recruiting, hiring, soliciting, inducing, assisting, or encouraging any such persons to terminate an existing relationship with the Company. If Employee is contacted by any other Company employee or independent contractor for purposes of terminating their employment relationship with the Company, Employee will notify the employee or independent contractor of this restriction and will refrain from recruiting, hiring, soliciting, inducing, assisting or encouraging such employee or independent contractor to terminate their existing relationship with the Company.

6. Remedies.

In the event of breach or threatened breach by Employee of any restriction in this Agreement, the Company shall be entitled to (i) injunctive relief by temporary restraining order, temporary injunction, and/or permanent injunction, (ii) recovery of attorneys' fees and costs incurred by the Company in obtaining such relief, and (iii) any other legal or equitable relief to which it may be entitled, including any and all monetary damages which the Company may incur as a result of said breach or threatened breach, including but not limited to recovery from Employee of all profits earned by any person or entity on whose behalf Employee conducted activity in violation of this Agreement. Injunctive relief shall not be the exclusive relief and may be in addition to any other relief to which the Company would otherwise be entitled. The existence of any cause of action by Employee against the Company shall not constitute a defense to enforcement of the restrictions on Employee created by this Agreement.

7. Jurisdiction and Venue.

Each party consents to the exclusive jurisdiction and venue of the Courts of the State of New Jersey or the United States District Court of New Jersey in any and all actions between or among any of the parties, including any action in law or equity for the enforcement of this Agreement.

8. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to conflict of law principles.

9. No Violation of Other Agreements.

Employee represents and warrants to the Company that, by entering into this Agreement and performing the Employee's duties for the Company as set forth herein, Employee will not



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violate any other contract or agreement to which Employee is a party. Employee shall indemnify, hold harmless and defend the Company in connection with any claim asserted by a third party arising out of a violation of another contract or agreement as a result of any breach of such representation or warranty.

10. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Company, its successors, and assigns (including any purchasers of all or any of its business), and to Employee, Employee's heirs, executors, administrators, and other legal representatives. The parties agree that this Agreement is necessary to protect the Company and it should be construed and interpreted by the courts to assure the Company of such protection.

11. Severability.

The provisions of this Agreement are to be severable so that in the event any provision(s) in this Agreement is held to be illegal or unenforceable by any court of competent jurisdiction, or by operation of any applicable law, the remaining terms of this Agreement shall remain valid and in full force and effect. Such court shall modify the offending provision to conform with the most expansive permissible reading under the law to protect the interests of the Company.

12. No Waiver.

No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature. No failure on the part of any party to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13. Headings.

The headings in this Agreement are for convenience of reference only and are not intended to define or limit the contents of any article, section or paragraph.



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14. Counterparts; Fax or Electronic Signatures.

This Agreement may be executed in separate counterparts, none of which contain the signatures of all parties, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument. All executed signature pages transmitted by facsimile and/or electronic communication shall be deemed an original and shall be binding.

15. Entire Agreement.

This Agreement sets forth an entire agreement between the parties and fully supersedes any and all prior agreements or understandings, written or oral, between the parties pertaining to the subject matter of this Agreement. This Agreement may not be modified, altered, or changed except by a written agreement signed by the parties.

16. At-Will.

Nothing in this Agreement shall alter, modify or affect Employee's status as an at-will employee of the Company, meaning either the Company or Employee may terminate the employment relationship at any time, for any reason, with or without cause (unless the Employee has a separate written agreement that expressly states otherwise).



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Rev.2022

RECEIPT OF EMPLOYEE HANDBOOK AND AGREEMENT ACKNOWLEDGEMENT

I acknowledge that I have received a copy of Holsman Healthcare's Employee Handbook. I understand that it is my responsibility to read it and comply with the policies and procedures described in the Handbook. If I have any questions regarding the Manual's provisions, I will contact the Human Resource Director. I understand that if I do not follow the policies and procedures contained herein that I may be subject to disciplinary action, up to and including termination of employment.

I also understand that this Handbook is the most up-to-date version of the Company's policies and procedures and replaces any prior written or oral communications about the subjects contained in the Handbook.

I acknowledge that my employment with Holsman Healthcare is **"at-will," meaning that, regardless of anything contained in this Handbook and regardless of any custom or practice, either I or the Company may terminate my employment at any time, for any reason or no reason, with or without cause, and with or without notice (unless I have a written agreement with contractual obligations that expressly state otherwise).** I understand that no representatives of the Company may enter into any agreements, or make any representations, written or oral, to alter my **at-will** status or otherwise create any contractual obligation between me and the Company.

I further acknowledge that this Handbook and the policies contained herein are not intended to create (and shall not be construed as creating) a contract (express or implied) for employment between Holsman Healthcare and any employee.

BY SIGNING BELOW, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THIS HANDBOOK AND AGREEMENT; WERE GIVEN SUFFICIENT TIME TO CONSULT WITH LEGAL COUNSEL BEFORE SIGNING THIS AGREEMENT; UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT; AND VOLUNTARILY SIGN THIS AGREEMENT.

EMPLOYEE NAME (PRINT)

EMPLOYEE SIGNATURE

DATE