



Employee Policy Manual

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Local Office Phone: 405-285-4191

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EMPLOYEE COPY TO KEEP

NAME: _____

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I. INTRODUCTION

A. WELCOME STATEMENT

Senior Care At Home was founded on the principle of doing business in an honest, ethical manner. We are committed to the highest standards of business conduct. We believe that our success depends on our commitment to integrity and quality in everything we do. Every employee has an important role in our operations and we value the abilities, experience and background that you bring with you to Senior Care At Home. It is our Employees who provide the excellent services that our clients rely upon and enable us to grow and create new opportunities in the years to come.

Senior Care At Home management intends to provide you with all of the support and the resources you will need to perform your job effectively. If, at any time, you need assistance or guidance, please do not hesitate to ask any of the members of our management team. We are here to help you perform to the best of your abilities.

Each of us is responsible for upholding Senior Care At Home's reputation for excellence, and continuing to meet the high standards that have made Senior Care At Home a leader in the industry. We expect you to give Senior Care At Home your best efforts at all times, and to always act with integrity and professionalism.

Thank you,



Greg Bridges, owner



Melissa Hill, owner

Helping Seniors **Live Well at Home**

B. DESCRIPTION OF POLICY MANUAL

This Employee Policy Manual contains information about the employment policies and practices of Senior Care At Home of Oklahoma (herein “Company”). We expect each Employee to read this manual carefully as it is a valuable reference for understanding your responsibilities as a Company employee. At any time, you may feel free to contact a Supervisor to discuss this Policy Manual.

This Employee Policy Manual supersedes all previously issued Employee Policy Manuals and inconsistent verbal or written policy statements.

Company reserves the right to revise, delete, and add to the provisions of this Employee Policy Manual without notice. We will do our best to let you know about any changes affecting your employment or your job responsibilities as soon as possible. All such revisions, deletions, or additions must be in writing and must be signed by an officer of Company. No oral statements or representations can change the provisions of this Employee Policy Manual.

This Employee Policy Manual is the property of Company. All rights are reserved. No part of this Employee Policy Manual may be reproduced in any form or by any electronic or mechanical means, including information storage and retrieval systems, without permission in writing from an officer of Company.

As an employee of Company, it is your responsibility to follow Company policies and procedures set forth in this Employee Policy Manual, in addition to Company policies that may not be included in this manual. You are responsible for abiding by all local, state and federal laws in the United States, as well as the laws of any foreign country in which Company does business. Violations of law or Company policies may result in corrective action up to and including fines and/or termination.

From time to time, certain policies or documents in this Employee Policy Manual may change. As appropriate, updates to specific sections or the entire document will be made available.

The policies and procedures expressed in this Policy Manual, as well as those in any other personnel materials which may be issued from time to time, do not create a binding contract or

any other obligation or liability on Company. Your employment is for no set period and may be terminated with or without notice and at will at any time by you or Company.

If you have any questions or concerns about this Employee Policy Manual or any other policy or procedure, please ask a Supervisor.

THIS POLICY MANUAL IS NOT INTENDED TO SUPERCEDE THE CAREGIVER EMPLOYMENT AGREEMENT. IN THE EVENT OF A CONFLICT BETWEEN THE POLICY MANUAL AND THE CAREGIVER EMPLOYMENT AGREEMENT, THE CAREGIVER EMPLOYMENT AGREEMENT SHALL SUPERCEDE AND TAKE PRECEDENCE.

II. EMPLOYMENT RELATIONSHIP

A. EQUAL-OPPORTUNITY EMPLOYER

Company is an equal-opportunity employer and strives to comply with all applicable laws prohibiting discrimination based on race, color, creed, sex, age, national origin or ancestry, physical or mental disability, veteran status, marital status, medical condition, sexual orientation, as well as any other category protected by federal, state, or local laws. All such discrimination is unlawful and all persons involved in the operations of Company are prohibited from engaging in this type of conduct. This policy applies to our employees, applicants, customers, and business partners (including independent contractors, vendors and suppliers).

In accordance with applicable federal and state law protecting qualified individuals with known disabilities, Company will attempt to reasonably accommodate those individuals unless doing so would create an undue hardship on Company. Any qualified applicant or Employee with a disability who requires an accommodation in order to perform the essential functions of the job should contact an officer of Company and request an accommodation.

You should report every instance of unlawful discrimination to a Supervisor, regardless of whether you or someone else is the subject of the discrimination. Detailed reports, including names, descriptions, and actual events or statements made, will greatly enhance Company's ability to investigate. Any documents supporting the allegations should also be submitted. Based on your report, Company will conduct an investigation. Company prohibits any and all

retaliation for submitting a report of unlawful discrimination and for cooperating in any investigation. Any Supervisor or Employee who retaliates against the accuser or those involved in the investigation will be disciplined, up to and including discharge from employment.

If the investigation determines that prohibited discrimination or other conduct is a violation of Company policy, Company will take disciplinary action, up to and including termination of employment, against those who engaged in the misconduct. Company will also evaluate whether other employment practices should be added or modified in order to deter and prevent that conduct in the future. You will be informed of whatever action(s) Company takes to resolve and remedy the situation.

B. IMMIGRATION LAW COMPLIANCE

Company is required by the Immigration Reform and Control Act to verify the identity and legal authorization to work of all employees. In keeping with this obligation, Company must inspect documentation that shows each employee's legal authorization to work in United States. As a condition of employment, each new employee must properly complete, sign and date the first section of the Immigration and Naturalization Services Form I-9. Before commencing work, newly rehired employees must also complete form if they have not previously filed an I-9 with Company, if the previous I-9 is more than three years old, or if it is no longer valid.

III. COMMENCING EMPLOYMENT

A. BACKGROUND CHECKS

Company recognizes the importance of maintaining a safe workplace with Employees who are honest, trustworthy, qualified, reliable, nonviolent and do not present a risk of serious harm to their coworkers, clients or others. For purposes of furthering these concerns and interests, and in compliance with state regulations, Company will conduct criminal background checks for all new employees. Company reserves the right to review an applicant's or an Employee's credit report, motor vehicle driving record, and educational background, as well as other relevant information that is reasonably available to Company. Company will comply with the Federal Fair Credit Reporting Act and applicable state laws, including providing the job applicant or Employee with any required notices and forms.

Consistent with these practices and with legal requirements, job applicants or Employees will be asked to sign certain authorization and release forms as a condition of employment.

B. REFERENCE CHECKS

Company reserves the right to verify an individual's prior employment history and make inquiries to professional and personal references provided by applicant or Employee. Such reference checks will be conducted prior to employment with Company.

Company will release only an employee's date of hire, last day worked, position held and employment eligibility status. Salary will not be disclosed unless the employee provides written approval. Otherwise, Company provide references (such as letters of reference) about current or former employees only at Company's discretion.

C. PERSONAL INFORMATION

Social Security and income tax regulations require us to maintain a record of your current name, address and marital status. If any of this information changes, please contact a Supervisor. Your Employee File contains information required by law, such as work and salary history, and performance evaluations. To see this file or to obtain copies of any documents you have signed, send a signed, written request containing your name, social security number to an officer of Company. We will respond to such requests as soon as possible. Employee Files may not be removed from Company premises.

D. EMPLOYEE STATUS

Employees at Company are classified as temporary and as full-time or part-time.

1. Full-Time Employees

Full-time Employees are those who are normally scheduled to work and who do work a schedule of 35 hours or more per week.

2. Part-Time Employees

Part-time Employees are those who are scheduled to and do work less than 35 hours per week. Part-time Employees may be assigned a work schedule in advance or may work on an as needed basis.

E. DRESS AND APPEARANCE

Employees of Company are representatives of the Company. Dress and appearance requirements are set forth in the Caregiver Grooming and Dress Code Policy to help ensure employees represent the Company professionally. Additionally, dress requirements are in place to help ensure the safety of our clients and caregivers.

Generally, dress that is considered appropriate is clean and in good taste. Caregivers should wear clothes that are functional for performing the job, allowing for adequate movement and personal safety. Clothing must cover your body. Clothing that reveals cleavage, breast, bottom or crotch is considered unprofessional. Clothes and shoes must be clean and not excessively worn (e.g., frayed or with visible holes). Acceptable clothing includes slacks, jeans, and leggings (full length or Capri length) and a professional-looking top. Jeans must be free of holes and shreds. A Company uniform or scrubs is another acceptable dress option. Female employees must wear a bra.

Unacceptable dress includes open toed shoes and shoes with heels; shirts with graphics, words, tie dye or other design that might be considered disagreeable to our clients or their families; sweatpants, shorts, sundresses and tank tops.

Other prohibited items include perfume or perfumed lotions and body jewelry other than earrings. Visible tattoos are subject to client discretion. Caregiver may be required to cover tattoos.

F. NAME TAGS

Senior Care At Home will provide a name tag that Caregiver is to wear on all assigned shifts. Caregiver may either provide a photo to Senior Care At Home by e-mail or a photo can be taken in our office for inclusion on the name tag. It is understood that if Client requests Caregiver name tag to be removed, Caregiver should respect the wishes of the client. Caregiver is to wear name tag only while on assignment for Senior Care At Home.

G. TRAINING

Company requires caregivers to participate in training that is available on demand and at no charge to the Employee via current agency-approved system. Company provides this training to help employees become familiar with Company standards and methods of care as well

as to develop knowledge in particular areas of service that will help Caregivers provide specialized care, such as for dementia and post hospitalization.

Upon hiring, Company will recommend or require a minimum curriculum that Caregivers must take as soon as possible and within a reasonable amount of time after commencing employment with Company. Additionally, Caregivers are required to take a minimum of ten (10) courses within the first 30 days of placement with a client. Company may require a Caregiver to complete a course prior to start of care for a particular client. Caregivers who complete a specified number of courses as determined by Company may be eligible for an incentive as determined by Company. Company will communicate the availability of incentives to all employees.

Caregivers may be required to come into the Company office for training or certification programs, outside the aforementioned expected training through Company University. Company will make an effort to schedule trainings to accommodate caregiver shifts worked for Company. It is also expected that Caregivers will make schedule modifications to accommodate this required training. Caregivers will be paid at a \$10.00 per hour training rate for participating in training where Caregiver is required to come into the office.

H. SMOKING POLICY

Smoking is strictly prohibited in all locations on agency premises and agency owned vehicles, and in and around client's premises or their homes. Smoking includes the use of cigarettes, cigars, pipes, vapes, e-cigarettes, or other lighted smoking equipment for any product containing tobacco. Caregivers who smoke on their personal time should be advised that some clients will be intolerable of smoke that is noticeable on a caregiver's body, clothes, etc. Smoking can trigger allergies and respiratory problems. Therefore, Company must be cautious when placing caregivers who smoke, and caregivers who smoke may be more limited in placement opportunities.

I. TRANSPORTATION

Transportation to and from assignments is the responsibility of the employee, and employee must have reliable transportation as a condition of employment. Employee may be required to provide transportation for a client in the course of service. Transportation may be provided in client's

vehicle or Employee's vehicle. Regardless of who owns the vehicle, it is a requirement of Company to have a copy of your certificate of auto insurance and your current driver's license on file.

If you are using your personal vehicle and are involved in an accident while conducting Company business, your automobile insurance is responsible for responding to the incident. It is the responsibility of every Employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers should demonstrate safe driving habits and not drive fast or recklessly.

J. TRAVEL AND EXPENSE REIMBURSEMENT

If you use your personal vehicle on the client's behalf, you will be reimbursed for mileage at current rate set by the Company and not less than \$.50/mile. Reimbursement rate will vary depending on IRS guidelines. To be reimbursed for mileage incurred, it is the caregiver's responsibility to provide Company timely and accurate documentation. Caregiver must document the number of miles driven in service to the client and the reason for travel. Caregiver must submit the record of mileage on the day the mileage was incurred via WellSky mobile app, or WellSky telephony system.

Other expenses related to client care or travel such as tolls or parking must be submitted to Senior Care At Home along with all associated receipts. Company will reimburse employee for expenses on a weekly basis if requested by employee and upon receipt of all receipts and mileage reports.

Under no circumstances is the Caregiver allowed to request or accept any money directly from the Client. However, the Client may pay directly for expenses such as tolls, parking, snacks, etc.

K. CLIENT CARE

Client's Care Plan will be established after a thorough in-home assessment and consultation with each client. The Care Plan will specify tasks the caregiver is to perform while in the home, as well as note any particular information about the client's needs and preferences that are relevant to providing excellent care. A Client Care Manager will review the Client Care Plan with caregiver, and the Care Plan is available to review from the WellSky mobile app. Caregivers are

not to deviate from the Care Plan without consulting with and receiving approval from an Care Manager.

In addition to ongoing tasks that are included in the Care Plan, Company may use the WellSky system to communicate changes and additional tasks to Caregiver. Caregiver is expected to review updated care plans via the WellSky mobile app and may also expected to discuss changes to the Care Plan with a Client Care Manager.

Keeping a record of the caregiving tasks that you perform for a client is a requirement of employment with Company. Employee is to document all caregiving and companion services provided during every shift via the WellSky mobile app or via telephony. Failure to adequately complete documentation on a timely basis may result in your paycheck being held at the Company office for pickup by you.

Ensuring open communication between Caregivers and Company's Care Management staff is of critical importance to ensuring appropriate and quality care services. Caregivers are expected to report any changes in client's condition to a Care Manager. Caregivers may recommend a reassessment based on a client's changing conditions.

IV. PAYROLL

A. WORKING HOURS, SCHEDULES AND TIME KEEPING

Working Hours and Schedules

For the purposes of payroll processing, the workweek is defined as Monday through Sunday. Hours and employee work schedules vary depending on client and scheduling needs.

A normal workday for a Live-In Caregiver consists of a twenty-four (24) hour period, during which the caregiver resides at the premises of a Client.

Hourly shift assignments typically varying between four (4) to twelve (12) or more hours, depending on the client and scheduling needs, during which Caregiver remains at the premises of a Client. During such a workday, except as provided in this Agreement or in other applicable Company policy, Caregiver may only leave the Client's premises if it is to accompany the Client or if such travel is incidental to the performance of caregiving services.

A normal day for any other employee is as defined by the hourly or salaried job description of that employee.

During any given week, Caregiver may be called on to perform Caregiving Services for a Client for any number of shifts including fill-in and temporary assignments. In order to provide consistency of services between any particular client and Caregiver, Company will attempt to schedule Caregiver with a regular client base and regular weekly schedule.

Although shifts for Live-In Caregivers are to be scheduled in twenty-four (24) hour blocks of time, starting and ending work times may vary for different Caregivers. Shift starting and ending work times may also vary for hourly shift caregivers. Work hours will be determined by the Client's needs and communicated to Caregiver through Company. In the case that Caregiver receives instructions or requests to alter start and end times from the Client, Caregiver understands and acknowledges that it is his/her responsibility to report any such changes to Company before any such changes in scheduling are made. Occasionally, the demands of a job may require Company to make a change in the work schedule, as well as variations in the total hours that may be scheduled by Company for the Caregiver to work each week. Company does not guarantee employment, nor does it guarantee particular work hours or schedules.

All Caregiver employees are expected to be at the premises of their assigned Client at the scheduled time, prepared to perform their assigned Caregiving Services for the full duration of their scheduled shift(s).

Company is committed to scheduling a caregiver or care team to meet the needs of the client. Additionally, we make every effort to accommodate Caregiver's personal schedule and family time. It is expected however, that if a Caregiver's schedule conflicts with the requests of the client, it is Company's responsibility to ultimately accommodate the Clients' needs.

All scheduling will be handled through Company's office. No schedule changes are to be made between Caregiver and Client without first obtaining approval from Company office.

Overtime

Caregivers will be paid in accordance with state and federal overtime requirements. Overtime pay is based on actual hours worked, and will be calculated at time and ½ the employee's regular hourly rate or designated shift rate.

Sleep, Meal and Rest Periods

Caregivers working live-in shifts are entitled to one eight (8) hour period of uninterrupted rest and two thirty (30) minute rest periods during each twenty-four (24) hour period. Both the eight hour and the thirty minute rest periods are non-working personal time for the Employee and do not constitute compensable hours worked. Live-In caregivers are required to take their rest periods during every twenty-four hour work period. Failure to do so may result in disciplinary action or termination.

In some instances of exceptional need, a client may specifically request the caregiver to work during their break periods or the client may experience an emergency that requires the caregiver to work. It is the live-in caregiver's duty to report such instances using our timekeeping and documentation system. Regardless of when the work is performed, caregivers will be compensated for all hours worked.

Caregivers working hourly shifts, generally should receive a 10-minute personal break for every four hours worked to ensure safety. For longer shifts (8-12 hours), caregivers should receive a meal break of up to 30 minutes. A Caregiver's priority is to ensure the client's immediate needs are addressed and clients are safe. Caregivers are expected to work with client to agree to an appropriate break time to allow caregiver to rest, have a meal, or make a time-limited personal phone call if necessary. If the client has an urgent need, Caregiver will interrupt the break time to assist the client. Under no circumstances is Caregiver to leave the client's premises or smoke during a break period.

Although it is intended that the foregoing sleep/rest and meal periods will be uninterrupted non-working time, given the need to attend to the welfare and safety of the client, Caregiver may occasionally be called to perform necessary Caregiving Services. If such interruptions and/or calls to duty begin to occur on a regular basis, Caregiver understands that he/she has the responsibility to convey the facts to Company so that alternate arrangements may be made. It is the Caregiver's duty to report to the Company office staff any instance in which the sleep and

meal times are not provided or interrupted. Notwithstanding the foregoing, Caregiver acknowledges his/her understanding that, as a Caregiver, he/she is expected to work such hours as may reasonably be necessary to ensure the comfort and safety of the client. In all cases, a Live-In Caregiver is characterized as having worked fifteen (15) hours in a twenty-four (24) hour day, with eight (8) hours of generally uninterrupted sleep and one (1) hour of rest and/or private time. A Shift Caregiver is characterized as having worked for all time during the shift.

Caregiver understands and acknowledges that, given the nature of Caregiving Services, Caregiver may need to schedule his/her sleep, meal and rest periods to accommodate variations in work demands and the need of the Client.

Timekeeping Procedures:

Caregivers are responsible for timely and accurate timekeeping. Caregivers are required to report to the Client's residence or other agreed upon premises at the scheduled arrival time. Time In and Out must be reported through one of two methods: 1) WellSky Go App is a mobile application and should be the first method for timekeeping. 2) If the app is not available, caregiver should use the telephony based timekeeping system. Caregiver should call from a telephone originating at said location into the telephonic scheduling system. Instructions for using the app and the telephony system are provided at orientation, and available from the office if needed.

Accurate reporting - Caregivers' hours of work will be determined in accordance with the information reported via the approved timekeeping system. All questions or disputes about working hours will require Company to rely upon its electronic scheduling records. It is therefore essential that caregivers accurately report all hours worked. Altering, falsifying or tampering with time records or calling from any unauthorized phone line is prohibited. Caregiver acknowledges that clock-ins and clock-outs will only occur on the job site and by the caregiver assigned to the shift. Caregivers who fail to accurately and timely comply with this policy may be subject to disciplinary action, up to and including termination of employment. Any errors in caregiver's time record should be reported immediately to the Company. Company may also validate time in, time out and break time with the client at any time.

Time off requests:

Caregivers are required to provide Company management advance notice of periods of absence from work due to vacation, sickness, personal business, as well as any period of absence occasioned by jury duty and attendance as a witness or temporary military leave. Caregivers are required to communicate all known, scheduled time off in writing with two weeks advance notice.

B. PAYMENT OF WAGES

Pay Periods

Paydays are every other Friday for the preceding two week period, ending Sunday midnight. Paychecks are available in the Company office, or may be mailed to the home address of the employee at the request of the employee. Employees may opt to have their net pay direct deposited into their bank account(s). Employee expenses will be included with the employee paycheck for the prior pay period if all receipts and mileage recordings are received by 11:59 pm on Sunday before the payday.

Compensation for training will be included in regular payroll. Training that employee attends in Company office is compensable at a training rate of \$10.00 per hour. For training courses that employee takes via the Company's online training platform, employee must pass the online evaluations/quizzes with a minimum 80% AND may be required to submit supplemental documentation to Company office in order to receive compensation. Training must be completed by 11:59pm on the Sunday before a pay day in order to receive compensation on that paycheck.

Paycheck Policies

If there is an error in your check, please report it immediately to Company's office. Company management is committed to correcting paycheck errors as quickly as possible. Employees are also expected to cooperate with Company management if it is discovered that an employee is inadvertently overpaid. No one other than the Employee to whom the paycheck is written will be allowed to pick up a paycheck unless written authorization has been given for another person to do so. We require a photo ID from any person picking up a paycheck for an employee. Under no circumstances will a cash advance be issued from the Company against any employee's pay.

In the event an employee is terminated for cause (e.g., no call no show, theft, pursuing private employment with an Company client), the employee's final paycheck will only be available for pick up in person by the employee in the office. No direct deposits will be made. At the time of pickup, employee will be granted an exit interview to allow root cause analysis of the reasons for the separation.

C. SALARY AND WAGE PAY POLICY

Company complies with all applicable labor laws. Company uses a combination of factors to determine the pay rate for caregivers on any particular shift. These factors include, but are not limited to, the level of work required, the nature of the case, the client's arrangement with Company and the skills, experience and tenure of the employee.

Employees will be paid a salary or an hourly or shift wage rate for all the work they do for Company (less withholding taxes and authorized deductions) in accordance with applicable federal and state law. Although Employees are generally entitled to their wages for any pay period in which work is performed, deductions can and will be made when permitted by law. If you have a question about your wages, please contact a Supervisor.

If Company incurs any irregular payroll fees or taxes for an employee as a result of the employee providing incorrect information on their application (i.e., incorrect social security number), these fees will be passed on to the employee via payroll deduction. Any such irregularity, once discovered, will be promptly acknowledged and discussed with employee.

Employee accepts an assignment with Company at an understood "starting" salary, hourly wage or shift rate. Employee may become eligible for increases in pay upon reaching certain employment milestones, periodic performance evaluations, and/or upon receipt of professional certification(s) which enable employee to provide additional level of services within the scope of Company companion and personal care services.

V. PERSONNEL

A. OPEN-DOOR POLICY

Company recognizes that Employees will have suggestions for improving the workplace, as well as complaints about the workplace. The most satisfactory solution to a job-related problem or concern is usually reached through a prompt discussion with a Supervisor. Please feel free to contact a Supervisor, including local owners with any suggestions and/or complaints.

To insure prompt attention/resolution, employees are encouraged to raise questions or concerns to the attention of their immediate supervisor as early as possible, preferably within five (5) days of the date the employee knew or should have known about the issue.

While Company provides you with this opportunity to communicate your views, please understand that not every complaint can be resolved to your satisfaction. Even so, Company believes that open communication is essential to a successful work environment and all Employees should feel free to raise issues of concern without fear of reprisal.

B. UNLAWFUL HARASSMENT

Company is committed to providing a work environment free of unlawful harassment. Company policy prohibits sexual harassment, and harassment based on pregnancy, childbirth or related medical conditions, race, religious creed, color, national origin or ancestry, physical or mental disability, medical conditions, marital status, age, sexual orientation or any other basis protected by federal, state or local law or ordinance or regulation. All such harassment is unlawful.

Company's anti-harassment policy applies to all persons involved in the operation of Company and prohibits unlawful harassment by any employee of Company, including supervisors and co-workers.

Sexual Harassment Defined

Applicable state and federal law defines sexual harassment as unwanted sexual advances, requests for sexual favors, or visual, verbal, or physical conduct of a sexual nature when: (1) submission to the conduct is made a term or condition of employment; or (2) submission to or rejection of the conduct is used as basis for employment decisions affecting the individual; or (3)

the conduct has the purpose or effect of unreasonably interfering with the Employee's work performance or creating an intimidating, hostile, or offensive working environment. This definition includes many forms of offensive behavior. The following is a partial list:

- a. Unwanted sexual advances;
- b. Offering employment benefits in exchange for sexual favors;
- c. Making or threatening reprisals after a negative response to sexual advances;
- d. Visual conduct such as leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons, or posters;
- e. Verbal conduct such as making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about any Employee's body or dress;
- f. Verbal sexual advances or propositions;
- g. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, or suggestive or obscene letters, notes, or invitations;
- h. Physical conduct such as touching, assault, or impeding or blocking movements; and
- i. Retaliation for reporting harassment or threatening to report harassment.

It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females. Sexual harassment on the job is unlawful whether it involves coworker harassment, harassment by a Supervisor, or harassment by persons doing business with or for Company.

If you believe that you have been unlawfully harassed, provide a written complaint to your own or any other Company supervisor or an officer of Company as soon as possible after the incident. Your complaint should include details of the incident or incidents, names of the individuals involved and names of any witnesses. Supervisors will refer all harassment complaints to an officer of Company. Company will immediately undertake an effective, thorough and objective investigation of the harassment allegations.

If Company determines that unlawful harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by Company to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to and including termination. An Company representative will advise all parties concerned of the results of the investigation. Company will not retaliate against you for filing a complaint and will not tolerate or permit retaliation by management, employees, or co-workers.

Company encourages all employees and independent contractors to report any incidents of harassment forbidden by this policy immediately so that complaints can be quickly and fairly resolved. You also should be aware that the Federal Equal Employment Opportunity Commission investigates and prosecutes complaints of prohibited harassment in employment.

Other Types of Harassment

Prohibited harassment on the basis of race, color, national origin, ancestry, religion, physical or mental disability, marital status, medical condition, sexual orientation, age, or any other protected basis, includes behavior similar to sexual harassment, such as:

- a. Verbal conduct such as threats, epithets, derogatory comments, or slurs;
- b. Visual conduct such as derogatory posters, photographs, cartoons, drawings, or gestures;
- c. Physical conduct such as assault, unwanted touching, or blocking normal movement; and
- d. Retaliation for reporting harassment or threatening to report harassment.

Company Complaint Procedure

Company' complaint procedure provides for an immediate, thorough, and objective investigation of any claim of unlawful or prohibited harassment, appropriate disciplinary action against one found to have engaged in prohibited harassment, and appropriate remedies for any victim of harassment.

A claim of harassment may exist even if the Employee has not lost a job or some economic benefit.

If you believe you have been harassed on the job, or if you are aware of the harassment of others, you should provide a verbal and written complaint to a Supervisor or to any other Supervisor at

Company or to the Owner(s) as soon as possible. Your complaint should be as detailed as possible, including the names of individuals involved, the names of any witnesses, direct quotations when language is relevant, and any documentary evidence (notes, pictures, cartoons, et cetera).

Applicable law also prohibits retaliation against any Employee by another Employee or by Company for using this complaint procedure or for filing, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing conducted by a governmental enforcement agency.

Additionally, Company will not knowingly permit any retaliation against any Employee who complains of prohibited harassment or who participates in an investigation.

All incidents of prohibited harassment that are reported will be investigated. Company will immediately undertake or direct an effective, thorough, and objective investigation of the harassment allegations.

The investigation will be completed and a determination regarding the reported harassment will be made and communicated to the Employee who complained and to the accused harasser(s). If Company determines that prohibited harassment has occurred, Company will take effective remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any future harassment. If a complaint of prohibited harassment is substantiated, appropriate disciplinary action, up to and including discharge, will be taken. Whatever action is taken against the harasser will be communicated to the Employee who complained.

Liability for Harassment

Any Employee of Company, whether a coworker or Supervisor, who is found to have engaged in prohibited harassment is subject to disciplinary action, up to and including discharge from employment. Any Employee who engages in prohibited harassment, including any Supervisor or manager, who knew about the harassment but took no action to stop it, may be held personally liable for monetary damages. Company does not consider conduct in violation of this policy to be within the course and scope of employment or the direct consequence of the discharge of one's duties. Accordingly, to the extent permitted by law, Company reserves the right not to

provide a defense or pay damages assessed against Employees for conduct in violation of this policy.

Additional Enforcement Information

In addition to the Company internal complaint procedure, the federal Equal Employment Opportunity Commission (EEOC) and appropriate state agencies investigate and prosecute complaints of unlawful harassment in employment. Employees who believe that they have been unlawfully harassed may file a complaint with either of these agencies. The EEOC and the appropriate state agencies serve as neutral fact finders and attempt to help the parties voluntarily resolve disputes.

For more information, you may contact the nearest office of the EEOC or the appropriate state agencies, as listed in the telephone directory.

C. EMPLOYEE CONDUCT

All employees agree to devote his/her full business time, attention, skill and effort exclusively to the performance of the duties and responsibilities hereunder during his/her employment.

Caregivers shall devote all work time (as “work time” is defined under state law) toward performing live-in and shift Caregiving Services. During his/her employment Caregiver shall comply with all laws, statutes, ordinances, rules and regulations relating to the business of Company. Caregiver shall also comply with all established Company rules, regulations and policies. This includes, but is not limited to ensuring compliance with care plans established for each client.

Company expects all employees not to engage in conduct that could adversely impact its security, the personal safety, welfare, and interests of Company and its employees and clients, and/or the business goals and image of Company, its employees, vendors, or clients. As a result, Caregivers must comply by the following practices and policies. Violation of any of these items could result in discipline, up to and including termination.

Additionally, employees are instructed not to put themselves at immediate risk of bodily harm or injury in the provision of Caregiving Services. Thus, in the case that Caregiver is made to reasonably feel threatened and/or in physical danger while performing Caregiving Services, Caregiver is entitled to leave client’s premises. So long as Caregiver is able to demonstrate that

he/she had just cause for leaving Client's premises, e.g., in the event that Caregiver is compelled to leave Client's premises for the sake of his/her own safety, Caregiver will receive payment for his/her entire scheduled shift.

Caregiver will make efforts to ensure the safety of Client to the extent that such efforts will not expose Caregiver to any additional threat or danger. Once Caregiver is outside the scope of the contemplated threat of harm, Caregiver must immediately contact his/her supervisor or case manager, report the circumstances and await further instruction. Failure to make an adequate and timely report will result disciplinary action.

Caregiver acknowledges his/her understanding that the following list does not include all types of conduct that can result in disciplinary action up to and including termination, nor is it a complete list of all restricted conduct. This list is merely a list of examples of items that are required or restricted. Nothing in this list alters the at-will nature of employment; either the Caregiver or Company may terminate the employment relationship for any or no reason, at any time, and in the absence of any violation of these restrictions.

- a. Caregiver resides on Client's premises only during assigned shift schedule;
- b. Caregiver is not to call or visit Client during days off;
- c. Caregiver is not to ask the Client or Client's family, friends or acquaintances for any living situation other than the scheduled hourly shifts or scheduled twenty-four hour live-in shifts;
- d. Caregiver must accurately account for time worked via the Company's timekeeping system. Caregiver must make every effort to clock in and clock out at the scheduled time. Excessive missed clock-ins and missed clock outs creates unnecessary burden on Company staff and is not tolerated.
- e. Caregiver is never to leave the Client's premises during a scheduled shift without prior authorization from Company except where Caregiver's continued presence would pose an imminent threat to Caregiver's welfare or safety (as provided below). In the event the Caregiver needs to leave the Client's premises prior to the scheduled shift end time, the Company office must be notified immediately and Caregiver must obtain approval from Company prior to leaving the Client's premises;

f. Caregiver must not use the Client's telephone for any personal purposes other than to check in and out of their shifts and for reporting any events and/or issues to Company pertaining to the Client; Otherwise, client telephones must be kept open for emergencies and for use by the client at all times. Outgoing local or long-distance personal phone calls is prohibited except for when used for the purpose of checking in or out from the shift. All incoming personal phone calls are not allowed.

g. At the start of care, Caregiver should plan to bring his/her own food, drinks and snacks to Client premises. Caregiver may accept food and drink items available at the Client's premises so long as the client has offered and agreed to the same. Additionally, upon agreement by the Client, Caregiver may purchase reasonable items to be consumed by both parties, but such items must be ones that are amenable to the Client's health condition and tastes. Likewise, when preparing a meal for the Client, the Caregiver may prepare a portion for him/herself with the consent of the Client. Any special dietary requirements or diet preferences of the Caregiver are his/her responsibility. Thus, Caregiver should bring any such food and/or drink items that are not also for the Client's consumption to his/her assigned shift or when reporting to the Client's premises;

h. Caregiver should immediately report any unusual, concerning events or issues that are experienced or observed while on duty. Issues may include but are not limited to threats to caregiver and/or client safety and client health concerns and injuries. The Client's safety is your duty at all times. As soon as reasonably possible, Caregiver must call their Company Supervisor and then follow-up the phone call with a completed Incident Report. Caregiver should adhere to Company policies on documentation and reporting;

i. Caregivers are not permitted to ask for or accept any monies from any Client, family member or representative. No payments or gifts shall be accepted while representing Company or upon the conclusion of services rendered to any Client. If the Client would like to offer some form of gift to the Caregiver, the Caregiver must refer the Client to the Company office. Company will require Client or authorized individual to provide written evidence of their intent to gift a Caregiver with anything of value;

j. Caregiver strictly enforces Client confidentiality; Due to the confidentiality agreement between the Client and Company, and between the Caregiver and Company, the Caregiver is not allowed to disclose information to others regarding the Client. This includes, but is not limited

to, the Client's address, telephone number, health information, and any other information that is provided to the Caregiver; Part of our confidentiality precautions require that, in the event the Caregiver will receive transportation to and/or from work for a shift or live-in work period, the name(s) of the designated party to provide such transportation should be documented and reported to the Company office staff;

k. Personal visitors of the Caregiver are not permitted at the Client's premises;

l. Caregiver's pets are not permitted on the Client's premises without the express consent of client and client's family. If caring for Caregiver's pet becomes a distraction from client's care during work time and/or becomes a safety hazard for client, Caregiver will be restricted or prohibited from bringing pets to client's homes.

m. Caregiver understands and acknowledges that by accepting employment, he/she agrees to exercise reasonable caution to protect Client's property and agrees that anything Caregiver brings onto Company or Client property is subject to inspection without notification (e.g. purse, backpack, packages, briefcase, automobile, etc.);

n. Caregiver expressly agrees that he/she will do nothing to harm or injure the Client. Caregiver will avoid any actions that could be construed as unethical or "taking advantage" of the Client or the Client's circumstances. The foregoing is the Caregiver's welfare commitment to Company and the Client;

o. Caregiver will follow all the practices and procedures of Company, as documented in this handbook and other agency policies and procedures. If any questions arise, Caregiver will make efforts to seek clarification by contacting a supervisor or case manager;

p. If employee notices any suspicious activity or activity regarding violation of any of the foregoing provisions, employee will report all concerns by calling his/her supervisor.

q. Pursuant to Company's Operation Manual, a sample Incident Report is included herein as Exhibit "A" will be prepared to document such instances. In the event that Caregiver perceives another party as posing a risk to the Client's welfare, Caregiver shall report the information to his/her supervisor or case manager and may also report it to any relevant outside agencies;

r. Caregiver is expressly prohibited from wearing, using or removing Client's personal property (i.e. automobile, telephone, desk, clothes, computer, food, laundry detergent) beyond what is necessary to render Caregiving Services. Caregiver is prohibited from misusing or

misappropriating any property belonging to the client, family member, client's representative or caregiver.

s. Caregiver should use discretion when discussing Caregiver's personal matters with Client. Occasionally, when you experience difficulty in life, it can be tempting to share details that may be upsetting to your Client. Your job responsibility is to create a positive, happy, and calming environment for your client. Caregivers must use caution and refrain from sharing stories that might cause unnecessary emotional burden (stress, worry or concern) for Client or cause Client to question your stability. Make every effort to focus on things that are important and meaningful to your client and keep things positive.

D. CONDUCT & EMPLOYMENT OUTSIDE WORK

In general, Company does not seek to interfere with Employees off-duty activities. However, Company cannot tolerate off-duty conduct that impacts negatively on Company, either in terms of an employee's individual work performance or the business interests of Company, including its reputation. For example, Company prohibits any illegal or immoral conduct by an off-duty Employee that affects or has the potential to affect Company. Also, Company prohibits outside employment (including self-employment) that impacts the Employee's work performance or schedule, and/or affects the business interests of Company.

Company prohibits employees from posting on public websites and social media platforms any comments that would harm the reputation of the agency. Employees should always approach a member of management, including owners, to discuss dissatisfaction with employment or actions and circumstances that may cause difficulty for employee or between employees of agency.

Non Solicitation of Clients:

Employees are prohibited from soliciting, inducing, recruiting, or encouraging any of Company's Clients to reduce, change, alter or otherwise change their existing relationship, course of dealing or level of business with Company. This prohibition specifically includes soliciting, inducing, recruiting or encouraging any of Company's customers to send or do business with an alternative business or entity, including soliciting a private employment relationship between an Company client and Employee. This restriction will apply during Employee's employment with Company

and for a period of two (2) years following Employee's termination of employment with Company.

Additionally, Company employees are not to knowingly or actively recruit a client under the care of another home care agency.

E. DRUG & ALCOHOL USE

The use of alcohol, illegal drugs, intoxicants, and controlled substances, whether on or off duty, can impair Employees' ability to work safely and efficiently. Company prohibits the use of these substances to the extent that they affect, or have the potential to affect, the workplace. Company will not jeopardize the safety of the Employee, other Employees, our clients, the public, and Company operations due to an individual's poor judgment. Accordingly, Company prohibits the following:

1. Possession, use, or being under the influence of alcohol or an illegal drug, intoxicant, or controlled substance during working hours. "Under the influence" means that a drug or alcohol is present in the employee's bodily system.
2. Operating a vehicle owned or leased by Company while under the influence of alcohol or an illegal drug, intoxicant, or controlled substance.
3. Distribution, sale, manufacture or purchase—or the attempted distribution, sale, manufacture or purchase—of an illegal drug, intoxicant, or controlled substance during working hours or while on premises owned or occupied by Company.

Any Employee suspected of possessing alcohol, an illegal drug, intoxicants, or a controlled substance is subject to drug testing and investigation. Employees who violate the Company drug and alcohol abuse policy will be removed from the workplace immediately. Company may also bring the matter to the attention of appropriate law enforcement authorities. Any conviction for criminal conduct involving illegal drugs, intoxicants, or controlled substances, whether on or off duty, or any violation of the Company drug and alcohol abuse policy, including having a positive drug-test result, may lead to disciplinary action, up to and including termination.

The use of prescription drugs and/or over-the-counter drugs may also affect Employees job performance and seriously impair Employee's value to Company. Any Employee who is using

prescription or over-the-counter drugs that may impair his or her ability to safely perform the job or may affect the safety or well-being of others must submit a physician's statement that the prescription drug use will not affect job safety. The Employee is not required to identify the medication or the underlying illness. Various federal, state, and local laws protect the rights of individuals with disabilities and others with regard to the confidentiality of medical information, medical treatment, and the use of prescription drugs and substances taken under medical supervision. Nothing contained in this policy is intended to interfere with individual rights under, or to violate, these laws.

On occasion, managerial, executive, and sales staff may entertain clients during work hours or after work hours as representatives of Company. These occasions may include lunches, dinners, and business conferences. On these occasions, only the moderate and limited use of alcoholic beverages is acceptable. In addition, alcohol may be served at social events sponsored by Company. Alcohol may be served at these events only with the approval of the owners.

Company will attempt to reasonably accommodate Employees with chemical dependencies (alcohol or drugs), if they voluntarily wish to seek treatment and/or rehabilitation. Employees desiring that assistance should request an unpaid treatment or rehabilitation leave of absence. Company support for treatment and rehabilitation does not obligate Company to employ any person who violates the Company drug and alcohol abuse policy or whose job performance is impaired because of substance abuse. Company is also not obligated to reemploy any person who has participated in treatment or rehabilitation if that person's job performance remains impaired as a result of dependency. Employees who are given the opportunity to seek treatment and/or rehabilitation and are involved in any further violations of this policy will not be given a second opportunity to seek treatment or rehabilitation. For more details, please read Company Drug and Alcohol Policy.

G. INVESTIGATIONS OF CURRENT EMPLOYEES

Company may occasionally find it necessary to investigate current Employees, where behavior or other relevant circumstances raise questions concerning work performance, reliability, honesty, trustworthiness, or potential threat to the safety of coworkers or others. Employee investigations may, where appropriate, include credit reports and investigations of criminal records, including appropriate inquiries about any arrest for which the Employee is out on bail.

In the event that a background check is conducted, Company will comply with the federal Fair Credit Reporting Act and applicable state laws, including providing the Employee with any required notices and forms.

Employees subject to an investigation are required to cooperate with lawful efforts to obtain relevant information, and may be disciplined up to and including termination for failure to do so.

F. PUNCTUALITY & ATTENDANCE

Company expects employees to report to work on time. Before starting a new assignment, caregiver should consult a map to find the location and best route to the assignment. To every degree possible, caregiver should be aware of and account for traffic delays due to road construction, weather, and accidents. “I got lost,” is not an adequate excuse. Absenteeism, early departures from work, and late arrivals burden our clients, their families and your fellow employees, and may adversely affect Company revenues. If you cannot avoid being late to work or are unable to work as scheduled, you must call a Supervisor as soon as possible.

Every time you are absent or late, or leave early, you must provide a Supervisor with an honest explanation. You must also inform a Supervisor of the expected duration of any absence.

Company will comply with applicable laws relating to time off from work, but it is your responsibility to provide sufficient information to enable Company to make a determination. You must notify a Supervisor of any change in your status as soon as possible. Excessive tardiness, early departures and unscheduled absenteeism may lead to disciplinary action, up to and including termination of employment. Continuing patterns of absences, early departures, or tardiness, regardless of the exact number of days, may warrant disciplinary action. Additionally, excessive tardiness or early departures for a Live In caregiver risks having the Live In Caregiver’s pay reduced by the Caregiver’s hourly rate.

Absences without Notice:

If you fail to report for work without any notification to a Supervisor, you will be considered to have abandoned your employment. Except in cases of extraordinary circumstances, with legitimate documentation of circumstances, and per Company management discretion, if you fail to report to your assigned shift, and fail to notify the office of your absence, you will be terminated for cause from our employment. Company will report your actions to the Oklahoma

State Health Department. Any outstanding wages owed to you for time worked will be paid at Oklahoma minimum wage.

Individuals with disabilities may be granted reasonable accommodation in complying with these policies. However, regular attendance and promptness are considered part of each Employee's essential job functions.

H. PERFORMANCE EVALUATIONS AND SUPERVISION

Performance evaluations will be conducted periodically to provide both you and your Supervisor with the opportunity to discuss your job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss methods for improving your performance. However, please understand that a positive performance evaluation does not guarantee an increase in salary, a promotion, or even continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of Company.

In addition to these more formal performance evaluations, Company encourages you and a Supervisor to discuss your job performance on an ongoing basis.

Company's Care Management staff will, from time to time, conduct supervisory visits in the client's home to assess the Caregiver's performance and compliance with the Care Plan. This onsite visit is an excellent time for Caregivers to consult with the Care Manager about any new physical, emotional, cognitive, or environmental circumstances that should be considered for the client. Company will provide feedback to employee as to opportunities for improvement and/or evidence of achieving high standards of care within the scope of Company's services.

I. LOSS PREVENTION

When you accept a position with Company, you accept the responsibility to protect our client's property.

We place great trust in you as a team member and expect you will keep to the following rules:

- Perform your work carefully and accurately
- Follow procedures. If you're not sure, ask a Supervisor
- Never assume anything. When in doubt, ask a Supervisor

- Employees' purses, backpacks, and packages are subject to inspection without notification
- Wearing or using client property is strictly prohibited
- Removing client property from client's home is strictly prohibited, even if client offers.
- If you notice suspicious activity, please report it immediately to a Supervisor.

VI. SENIOR CARE AT HOME FACILITIES & COMPANY BUSINESS

A. POLICIES AGAINST WORKPLACE VIOLENCE

1. Statement of Policy

Company recognizes that violence in the workplace is a growing nationwide problem necessitating a firm, considered response by employers. The costs of workplace violence are great, both in human and financial terms. We believe that the safety and security of Company Employees are paramount. Therefore, Company has adopted this policy regarding workplace violence. Acts or threats of physical violence, including intimidation, harassment, and/or coercion, that involve or affect Company or that occur on Company property or in the conduct of Company business off Company property, will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in Company operations, including, but not limited to, Company personnel, contract workers, temporary employees, and anyone else on Company property or conducting Company business off Company property. Violations of this policy, by any individual, will lead to disciplinary and/or legal action as appropriate.

This policy is intended to keep Company compliant with existing legal provisions requiring employers to provide a safe workplace; it is not intended to create any obligations beyond those required by existing law.

2. Definitions

Workplace violence is any intentional conduct that is sufficiently severe, offensive, or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends, and/or property such that employment conditions are altered or a hostile, abusive, or intimidating work environment is created for one or several Company Employees. Workplace violence may involve any threats or acts of violence occurring on Company premises, regardless of the relationship between Company and the parties involved in the incident. It also includes threats or acts of violence that affect the business interests of Company or that may lead to an incident of violence on Company premises. Threats or acts of violence occurring off Company premises that involve Employees, agents, or individuals acting as a representative of Company, whether as victims of or active participants in the conduct, may

also constitute workplace violence. Specific examples of conduct that may constitute threats or acts of violence under this policy include, but are not limited to, the following:

- a. Threats or acts of physical or aggressive contact directed toward another individual;
- b. Threats or acts of physical harm directed toward an individual or his/her family, friends, associates, or property;
- c. The intentional destruction or threat of destruction of Company property or another Employee's property;
- d. Harassing or threatening phone calls;
- e. Surveillance;
- f. Stalking;
- g. Veiled threats of physical harm or similar intimidation; and
- h. Any conduct resulting in the conviction under any criminal code provision relating to violence or threats of violence that adversely affects Company's legitimate business interests. Workplace violence does not refer to occasional comments of a socially acceptable nature. These comments may include references to legitimate sporting activities, popular entertainment, or current events. Rather, it refers to behavior that is personally offensive, threatening, or intimidating.

3. Enforcement

Any person who engages in a threat or violent action on Company property may be removed from the premises as quickly as safety permits and may be required, at Company's discretion, to remain off Company premises pending the outcome of an investigation of the incident. When threats are made or acts of violence are committed by Employee(s), a judgment will be made by Company as to what actions are appropriate, including possible medical evaluation and/or possible disciplinary action. Once a threat has been substantiated, it is Company policy to put the threat maker on notice that he/she will be held accountable for his/her actions and then implement a decisive and appropriate response. Under this policy, decisions may be needed to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing. No existing policy or procedure of Company should be interpreted in a manner that prevents the making of these necessary decisions.

Important Note: Company will make the sole determination of whether, and to what extent, Company will act upon threats or acts of violence. In making this determination, Company may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred. No provision of this policy shall alter the at-will nature of employment at Company.

B. SOLICITATION & DISTRIBUTION OF LITERATURE

Approaching clients or fellow Employees in the workplace regarding activities, organizations, or causes, regardless of how worthwhile, important, or benevolent, can create unnecessary apprehension and pressures. This conduct is inappropriate. Company has established rules, applicable to all Employees, to govern solicitation and distribution of written material during working time and entry onto the premises and work areas. All Employees are expected to comply strictly with these rules.

1. No Employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the Employee or Employees at whom the activity is directed;
2. No Employee shall distribute or circulate any written or printed material in work areas at any time, during his or her working time, or during the working time of the Employee or Employees at whom the activity is directed; and
3. Non-Employees are not permitted to solicit or to distribute written material for any purpose on Company property.
4. Under no circumstance shall any employee solicit, distribute, circulate or promote for support for any cause or organization during his or her working or non-working time to any client at any location.

As used in this policy, “working time” includes all time for which an Employee is paid and/or is scheduled to be performing services for Company; it does not include break periods, meal periods, or periods in which an Employee is not, and is not scheduled to be, performing services or work for Company.

From time to time, Company may partner with, sponsor or support cause-related organizations and community events. As a corporate sponsor/supporter of such organizations and events, Company may distribute materials and promotional items in its office and participate in community events. Employees of Company are under no obligation to participate in or support such organizations or causes that Company Owners deem worthwhile to support for business, personal or philanthropic purposes.

C. HEALTH & SAFETY

The health and safety of Employees and others on Company property are of critical concern to Company. We strive to attain the highest possible level of safety in all activities and operations. Company also complies with all health and safety laws applicable to our business.

To this end, Company must rely upon Employees to ensure that work areas are kept safe and free of hazardous conditions. Employees should be conscientious about workplace safety, including proper operating methods and known dangerous conditions or hazards. Carrying firearms or other dangerous weapons while on agency premises or while providing services for the agency is prohibited.

You should report any unsafe conditions or potential hazards to a Supervisor immediately even if you believe you have corrected the problem. If you suspect a concealed danger is present on the client's premises, Company' premises, or in a product, facility, piece of equipment, process, or business practice for which Company is responsible, bring it to the attention of a Supervisor immediately. Supervisors should arrange for the correction of any unsafe condition or concealed danger immediately and should contact the Owners regarding the problem.

Employees in direct contact with clients are expected to participate in agency health programs and to comply with agency policy regarding infection prevention, influenza vaccination and tuberculin screening. Senior Care At Home will offer annual influenza vaccinations to employees, will provide health education to employees, and may provide PPE to employees in certain circumstances. Employees must provide evidence of annual Tuberculin skin tests. Any employee with a history of a positive TB skin test may be excluded from this requirement if the employee has had a documented negative chest x-ray and no symptoms suggestive of tuberculosis.

Periodically, Company may issue or update rules and guidelines governing workplace safety and health. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected. Contact a Supervisor for copies of current rules and guidelines. Failure to comply strictly with rules and guidelines regarding health and safety or negligent work performance that endangers health and safety will not be tolerated.

Any workplace injury, accident, or illness must be reported to a Supervisor as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, Supervisors will assist Employees in obtaining medical care, after which the details of the injury or accident must be reported.

VII. BENEFITS

A. HOLIDAYS

Company holidays are as follows:

- New Year's Day
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve (after 4 PM)
- Christmas Day

Company pays Caregivers one and one half (1 ½) times the regular pay rate for work performed on these observed holidays.

B. BENEFITS

Company offers certain benefits to employees to reward exemplary work performance and tenure. Benefits include profit-sharing and 401(k) plans, health insurance reimbursement, advance pay program, career advancement opportunities, paid training, and rewards programs.

Benefits may be modified by Company at any time. Company will make every effort to notify employees of changes to benefit programs.

C. INSURANCE AND BENEFITS

Disability Benefits

Disability benefits are paid for and regulated by the federal government through the Social Security Administration, and are payable when you cannot work because of illness or injury unrelated to your employment at Company or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount. Eligibility for disability benefits is determined through Oklahoma's Disability Determination Division (DDD), under the Department of Rehabilitative Services, which handles all initial applications for Social Security and SSI disability benefits.

Unemployment Compensation

Company contributes to the state unemployment insurance programs on behalf of its Employees.

Social Security

Company pays the Employer's portion of each Employee's Social Security taxes, as required by law. You may be eligible to receive these benefits upon your retirement and/or perhaps in other circumstances in accordance with the Social Security laws.

Worker's Compensation

If you are injured or become ill on the job, then you may be eligible to receive benefits from Company's Worker's Compensation insurance. To receive Worker's Compensation Benefits, you must:

- a. Report any work-related injury, no matter how slight, to a Supervisor immediately.
- b. Complete a written claim form and return it to a Supervisor or an officer of Company.
- c. Seek medical treatment and follow-up care if required and according to the Worker's Compensation insurance Company's procedure.

The law requires that Company notify the Worker's Compensation Insurance carriers of any concerns of false or fraudulent claims. Any person who makes or causes to be made any knowingly false or fraudulent material statement or material misrepresentation for the purpose of obtaining or denying Worker's Compensation Benefits or payments is guilty of a crime. Prosecution may result in imprisonment, a fine, or both. Additional civil penalties may be in order.

D. LEAVES OF ABSENCE

General Provisions

Company may grant a leave of absence in certain circumstances. You should notify a Supervisor and/or an officer of Company in writing as soon as you become aware that you may need a leave of absence. Company will consider your request in accordance with applicable law and Company leave policies.

You will be notified whether your leave request is granted or denied. If you are granted leave, you must comply with the terms and conditions of the leave, including keeping in touch with a Supervisor during your leave, and giving prompt notice if there is any change in your return date.

You must not accept other employment or apply for unemployment insurance while you are on a leave of absence. Acceptance of other employment while on leave will be treated as a voluntary resignation from employment at Company. Applicable benefits will not accrue while you are on a leave of absence. Upon return from a leave of absence, you will be credited with the full employment status that existed prior to the start of the leave.

Company may hold in abeyance or proceed with any counseling, performance review, or disciplinary action, including discharge, that was contemplated prior to any Employee's request for or receipt of a leave of absence or that has come to Company's attention during the leave. If any action is held in abeyance during the leave of absence, Company reserves the right to proceed with the action upon the Employee's return. Requesting or receiving a leave of absence in no way relieves Employees of their obligation while on the job to perform their job responsibilities capably and up to Company's expectations and to observe all Company policies, rules, and procedures.

NOTE: The federal law, the Family and Medical Leave Act, applies to all covered employees in each state. You may contact the Oklahoma Department of Labor to find more information on Oklahoma's family and medical leave laws.

Medical Leaves of Absence

A medical leave of absence may be granted for medical disabilities as described below, upon the submission of a valid and acceptable health care provider's certification that an Employee is disabled and unable to perform the functions of his or her position. The health care provider's written certification must also state when the disability began and when the Employee is expected to be able to return to work.

Company will attempt to accommodate Employees returning from a medical leave of absence who are unable to perform the essential functions of the job because of a physical or mental disability.

a. Occupational Medical Leave

Employees with occupational illnesses, injuries, or disabilities will be granted an occupational medical leave. As an alternative, Company may offer the Employee modified work. Upon the submission of a medical certification that the Employee is able to return to work, the Employee will be reinstated in accordance with applicable law. If an Employee is disabled due to an industrial injury, Company will attempt to accommodate the Employee.

b. Pregnancy Disability Leave

Any Employee disabled due to pregnancy, childbirth, or a related medical condition may take up to a maximum of four months of unpaid leave. Upon the submission of a medical certification from a health care provider that the Employee is able to return to work, the Employee will, in most circumstances, be offered the same position held at the time of the leave or an equivalent position. However, Employees are not entitled to any greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if the Employee would have been laid off if she had not gone on leave, then the Employee would not be entitled to reinstatement. Similarly, if the Employee's position has been filled in order to avoid

undermining Company's ability to operate safely and efficiently while the Employee was on leave, and there is no equivalent position available, then reinstatement may be denied.

E. OTHER TIME OFF

1. Civic Duty Time Off

Employees can take time off without pay to serve on jury or witness duty when called. You must notify a Supervisor of the need for time off for jury or witness duty as soon as a notice or summons from the court or a subpoena is received. Verification from the court clerk of having served may be required and you will be expected to report or return to work for the remainder of your work schedule on any day you are dismissed from jury or witness duty.

VIII. TERMINATION

A. VOLUNTARY TERMINATIONS

Employment at Company is employment at will. This means that you are free to leave Company at any time, with or without cause. Employee must communicate their intention to voluntarily terminate employment to Company management. Company does not require notice, however if employee chooses to abandon an obligation to a scheduled assignment without notice, Company will consider this action to be grounds for involuntary termination. Employee must return all property owned by Company and its clients (including keys, uniforms, identification badges, Company-provided resources used in providing caregiving services, and employee policy manual) prior to your departure. Company may hold an employee's final paycheck for pick up in the office until property owned by Company or clients that is in an Employee's possession is returned.

B. INVOLUNTARY TERMINATIONS

While the decision to commence employment is consensual, the same is not always true when the time comes to terminate the employment relationship. As an at-will employer, Company reserves the right to end the employment relationship at any time, with or without cause or notice. In the event of an involuntary termination, employee must return all property owned by

Company and it's clients as stated previously. Final paycheck will be held in the office for pick up by employee until all property owned by Company or its clients is returned.

C. REDUCTIONS IN FORCE

While Company hopes to continue growing and providing employment opportunities, business conditions, client demand, and other factors are unpredictable. Changes or downturns in any of these or other areas could create a need to restructure or reduce the number of people employed. In light of these uncertainties, please be advised that it may become necessary to conduct layoffs at some point in the future. In the event that Company determines to lay off any Employee or a number of Employees, Company retains full discretion to select which Employee(s) will be laid off.

D. EMPLOYMENT ELIGIBILITY

Upon severance of employment relationship either by employee or Senior Care At Home, employees will be considered either eligible for rehire or not eligible for rehire. This determination is made at the discretion of Company and is based on employee's ability to fulfill the requirements of the job and on compliance with Company policy.

EXHIBIT A: SAMPLE INCIDENT REPORT

Incident Report

Today's Date: _____

Person completing form: _____
Person reporting incident: _____
Caregiver(s) involved: _____
Client name: _____
Case Manager: _____

Location/Date/Time of incident: _____

Description of incident:

(Provide facts about the occurrence. Use reverse side if more space is needed.)

Were there any injuries? Yes No

If yes, describe injury: _____

Physician notified: Yes No date/time: _____

Case Manager notified: Yes No date/time: _____

Follow-up:

Signature: _____

EXHIBIT B: CAREGIVER EMPLOYMENT AGREEMENT (COPY)

EMPLOYMENT AGREEMENT

GM Resources, Inc., dba Senior Care At Home (SCAH) enters into this Employment Agreement (the "Agreement") with _____ ("I," or "Employee"). In consideration for Employee's at-will employment with SCAH, Employee agrees to the terms and conditions of this Agreement.

1. At-Will Employment: I understand, acknowledge, and agree that my employment with SCAH is at-will. Either SCAH or I can terminate my employment with SCAH with or without cause, and with or without notice, at any time. Employee understands and agrees that no employee except SCAH's Owner has the authority to enter into an employment agreement with an employee for a specified period of time. Additionally, Employee understands and agrees that SCAH's Owner can alter an employee's at-will status only by signing a written agreement with the employee that expressly specifies SCAH's intent to employ the employee for a specified period of time. Employee understands and agrees that this policy regarding at-will employment shall not be construed as a change in policy but merely as an express statement of past and present policy. Employee understands and agrees that this policy constitutes an integrated and binding agreement with respect to the at-will nature of the employment relationship. Thus, Employee understands and agrees that no prior or other oral or written understanding shall be of any force or effect with respect to the at-will nature of the employment relationship.

Employee initials _____

2. Compensation: SCAH complies with all applicable labor laws in the State of Oklahoma and the United States, including but not limited to minimum wage law and overtime. SCAH uses a combination of factors to determine the pay rate for each individual job including, but not limited to, the level of work required, the nature of the case, the client's arrangement with SCAH and the skills, experience, and tenure of the Employee. Compensation is paid bi-weekly, less such deductions or amounts as are required to be deducted or withheld by applicable laws or regulations, deductions for employee contributions to any benefit programs, and such other deductions or amounts, if any, as are authorized by Employee. Employee acknowledges and understands that the regular rate of pay may change depending upon the client and/or type of assignment.

Employee initials _____

3. Job Duties for Caregivers: Employee will perform non-medical personal care and companionship services for clients who by reason of advanced age, physical disability, or mental deficiency, need supervision to live in their homes. Employee understands that during every shift he or she will spend at least 80% of his or her time on client's activities of daily living and personal care and will spend less than 20% of his or her time on work other than client's activities of daily living and personal care.

Employee agrees to follow a written Care Plan established by an RN or other qualified employee of SCAH and agrees to not deviate from the Care Plan without express permission from Employee's supervisor. Employee understands and agrees to document the provision of personal care and companion services via SCAH's documentation system for each shift worked. Employee also understands that employee's documentation will be reviewed by SCAH care management staff, and employee may be requested to

report, correct, and/or clarify documentation of services. Employee agrees to thoroughly and accurately complete documentation during each scheduled shift and before clocking out.

Employee has a duty to honestly and accurately report all work activity, including start and end times for every shift, rest periods, breaks taken, and changes in client condition. Failure to do so may result in disciplinary action.

Employee confirms that SCAH does not offer, and Employee must not provide any medical, nursing, or skilled services. Employee further understands and agrees that – regardless of whether he or she is a nurse, CNA, CHHA, or any other health, emergency, or medical professional – Employee has no responsibility to and should not perform medical procedures or diagnose or treat medical conditions.

Additionally, Employee understands and agrees that if he or she is a certified nursing assistant (“CNA”), certified home health aide (“CHHA”), nurse, or any other health, emergency, or medical professional, employed as a caregiver by SCAH, Employee may only provide nonmedical companionship care within the scope of services offered by SCAH and within the bounds of his or her professional license, including assistance with activities of daily living.

Employee understands and agrees that if he or she is not a CNA or CHHA, and is employed as a caregiver by SCAH, Employee may only provide non-medical companionship care within the scope of services offered by SCAH and not including assistance with certain personal care services for which professional license or certification is required by state regulations.

Employees who work on a Live-In basis will receive the following additional benefits: access to private, sanitary, and adequate sleeping facilities; (2) two uninterrupted breaks of thirty (30) minutes each to be scheduled between Employee and Client; and (1) one uninterrupted rest period of eight (8) hours per workday. Employee understands that these breaks are required and protected by SCAH, and the Employee is to take all break periods unless specifically directed otherwise by the client, by SCAH, or in the event of an emergency. Employee agrees to accurately report break periods and uninterrupted break periods as required by SCAH.

If the terms and working conditions described in the Job Duties for Caregivers section are not followed during any shift worked for SCAH, Employee agrees to immediately notify SCAH.

Employee agrees to comply with all applicable laws and regulations, and all SCAH policies and procedures during the course and scope of employment with SCAH. Employee understands a complete policy manual is available online and that the policy manual outlines standards of behavior expected by Employee.

Employee Initials _____

4. Commitment to the Welfare of SCAH Clients: Employee agrees to do everything in their power to assure the health and welfare of Senior Care At Home clients. Employee explicitly agrees to do nothing to cause harm or injury to the client and avoid any actions that could be construed in any way as “taking advantage” of the client of client’s circumstances. Under no circumstances will the Employee do anything unlawful under state or federal law, including but not limited to using or taking client’s

property without express permission from client and Employee's supervisor, and using illegal substances. Any violation of anything in this "Welfare commitment" is ground for immediate termination of employment and possible legal action.

Employee initials _____

5. Protection of Confidential Information: Employees may have access to SCAH confidential, proprietary, or trade secret information (collectively, "Confidential Information"). This information may include but is not limited to (a) Confidential information of the Client, including clients' contact information, medical information, or medical condition and financial information,; (b) Confidential information of SCAH, including, strategic and business plans, contracts, financial information, sales information, projections, pricing and pay rate information, proposals, client lists, customer lists, prospect lists, research, experiments, records, reports, recipes, formulas, recommendation, Company manuals and policies, findings, evaluations, forms, computer algorithms, designs, drawings, specifications, evaluations, computer programs, prototypes, methods, processes, procedures, research and development efforts, business opportunities, computer software or other confidential information or proprietary property, and whether stored, compiled, or memorialized physically, electronically, photographically, or in writing.

Employee understands and agrees that Confidential Information, and any information not generally known outside SCAH and that would be valuable to a competitor, are valuable, confidential, and the exclusive property of SCAH. Employee understands and agrees not to use or disclose Confidential Information with anyone outside of SCAH management team either during or after Employee's employment with SCAH. Employee also understands and agrees not to use or disclose any confidential, proprietary or trade secret information of any of Employee's former or concurrent employers in Employee's performance of Employee's work with SCAH. SCAH prohibits any use or disclosure of others' confidential, proprietary or trade secret information.

This prohibition includes but is not limited to the requirement that Employee may not use SCAH's Confidential Information to solicit SCAH's clients, employees, or referral sources during or after Employee's employment with SCAH.

Employee initials _____

6. Non-Solicitation of Clients: Employee agrees that he/she, whether acting directly or indirectly, during the period of Employee's employment, will not either for Employee or for any other person or entity, solicit, induce, recruit, or encourage any of SCAH's Clients to reduce, change, alter or otherwise change their existing relationship, course of dealing or level of business with SCAH. This prohibition specifically includes soliciting, inducing, recruiting, or encouraging any of SCAH's customers to send or do business with an alternative business or entity, including soliciting a private employment relationship between any SCAH client and Employee during Employee's employment with SCAH and for a period of two (2) years after termination of employment from SCAH.

Employee initials _____

7. Avoiding Conflicts of Interest: Employee understands and agrees that Employee owes a duty of loyalty to SCAH in performing work for SCAH. Accordingly, during Employee's employment with SCAH, to the

maximum extent permitted by law, Employee agrees to avoid any actual, perceived, or potential conflicts of interest, including but not limited to starting Employee's own business to compete with SCAH; working with or advising a vendor of SCAH; or holding an ownership interest in any entity (except publicly traded companies) that does or seeks to do business with SCAH, without first disclosing and receiving express written permission from SCAH's management.

To the maximum extent permitted by law, SCAH at its discretion will determine what constitutes an actual, perceived, or potential conflict of interest, and employees are encouraged to contact SCAH's management with any questions in this area.

Employee initials _____

8. Termination of Employment and Return of Property: Employee understands and agrees that upon Employee's termination of employment with SCAH or at any time upon SCAH's request, Employee will return all company and client property – in whatever form, medium or format (paper, electronic or otherwise) to office. This return of property requirement includes but is not limited to all client or other files, memoranda, documents, records, client contact information, databases, spreadsheets, computer programs, passwords, copies, or notes of the aforementioned, credit, debit or stored value cards, electronic devices, marketing materials, keys, and identification cards or badges in Employee's possession or control and any property belonging to a SCAH client.

Employee also agrees not to retain copies or notes of such property or information. Specifically, Employee agrees to destroy and permanently delete all copies or notes (in whatever format) of SCAH's confidential, client, proprietary or trade secret information in Employee's possession, including but not limited to such information on Employee's personal computers, PDA's or other electronic equipment.

Employee initials _____

9. Photo Release: Employee grants to SCAH, its representatives and employees, the right to take photographs of Employee in connection with Employee's employment with SCAH. Employee authorizes SCAH, its assigns and transferees to copyright, use and publish the same in print and or electronically. Employee agrees that SCAH may use such photographs with or without Employee's name for any lawful purpose, including for example, such purposes as publicity, illustration, advertising, and web content.

Employee initials _____

10. Voluntary Arbitration of Disputes If any dispute arises from Employee's employment with Company, Employee and Company agree to submit the matter exclusively to final and binding arbitration as provided herein.

Agreement to Arbitrate Certain Disputes and Claims. This Agreement applies to any dispute arising out of or related to Caregiver's employment with the Company or termination of employment. Nothing contained in this Agreement shall be construed to prevent or excuse the Caregiver from utilizing the Company's existing internal procedures for resolution of complaints, and this Agreement is not intended to be a substitute for the utilization of such procedures. **Except as it otherwise provides, this Agreement is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law, and therefore this Agreement requires all such disputes to be resolved only by an arbitrator through**

final and binding arbitration and not by way of court or jury trial.

With the sole exception of those claims specifically excluded from this Agreement, the Company and Caregiver agree to arbitrate before a neutral arbitrator any and all disputes or claims, which would otherwise be subject to resolution in court, arising from or relating to Caregiver's recruitment to or employment with the Company, or the termination of that employment, whether the disputes or claims arise in tort, contract, or pursuant to a statute, regulation, or ordinance now in existence or which may in the future be enacted or recognized.

Such disputes include, without limitation, disputes arising out of or relating to interpretation or application of this Agreement, but not as to the enforceability, revocability or validity of the Agreement or any portion of the Agreement. The Agreement also applies, without limitation, to disputes regarding employment relationship, trade secrets, unfair competition, compensation, breaks and rest periods, termination, or harassment and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act, and state statutes, if any, addressing the same or similar subject matters, and all other state statutory and common law claims (excluding workers compensation, state disability insurance and unemployment insurance claims). Claims may be brought before an administrative agency but only to the extent applicable law permits access to such an agency notwithstanding the existence of an agreement to arbitrate. Such administrative claims include 6 without limitation claims or charges brought before the Equal Employment Opportunity Commission (www.eeoc.gov), the U.S. Department of Labor (www.dol.gov), and the National Labor Relations Board (www.nlr.gov). Nothing in this Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration. Disputes that may not be subject to pre-dispute arbitration agreement as provided by the Dodd Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203) are excluded from the coverage of this Agreement.

Arbitration shall proceed solely on an individual basis without the right for any Claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity. The arbitrator's authority to resolve and make written awards is limited to Claims between Caregiver and Company alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

The parties further understand and agree that the following claims are not covered by this Agreement and shall therefore be resolved in any appropriate forum, including courts of law, as required by the laws then in effect: (1) workers' compensation claims; and (2) unemployment insurance benefits claims; (3) disputes or claims that are expressly excluded by statute, state law or applicable court decision from being resolved by mandatory arbitration (4) disputes that are expressly required to be arbitrated under a different procedure pursuant to the terms of an employee benefit plan; and (5) Pursuant to California Code of Civil Procedure 1281.8, either party hereto may apply to a California court for any provisional remedy, including a temporary restraining order or preliminary injunction.

Procedure: The arbitration under this Agreement shall be conducted by a single neutral arbitrator in accordance with the then-current American Arbitration Association (“AAA”) National Rules for the Resolution of Employment Disputes. Information regarding the arbitration process is available at www.adr.org and at AAA at (888) 774-6904. A neutral arbitrator shall be selected by mutual agreement of the parties. The location of the arbitration proceeding shall be in the general geographical vicinity of the place where the Caregiver last worked for the Company unless each party to the arbitration agrees in writing otherwise. If for any reason the parties cannot agree to an arbitrator either party may apply to a court of competent jurisdiction for appointment of a neutral arbitrator. The court shall then appoint an arbitrator, who shall act under this Agreement with the same force and effect as if the parties had selected the arbitrator by mutual agreement. If the Caregiver no longer resides in the general geographical vicinity where he or she last worked for the Company and the parties cannot agree to a location of the arbitration, either party may apply to a court of competent jurisdiction for a determination of the location of the arbitration.

The Company will pay the arbitrator’s fee and will bear all other administrative charges for the arbitration. All parties shall be entitled to engage in reasonable pre-hearing discovery to obtain information to prosecute or defend the asserted claims. Any disputes between the parties regarding the nature or scope of discovery shall be decided by the arbitrator.

A demand for arbitration must be in writing and delivered by hand or first-class mail to the other party within the applicable statute of limitations period. *Any demand for arbitration made to the Company shall be provided to the Company's Owners at 323 S. Blackwelder Ave. Edmond OK 73034.* The arbitrator shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration.

A court construing this Agreement may modify or interpret it to render it enforceable. If this Agreement is declared unenforceable and cannot be administered, interpreted, or modified to make it enforceable, the parties agree to waive any right to a jury trial with respect to any dispute to which this Agreement would otherwise apply.

After the hearing, the arbitrator shall issue a written decision setting forth the award, if any, and explaining the basis therefor. The arbitrator shall have the power to award any type of relief that would be available in a court of competent jurisdiction. In addition, the arbitrator may order any party that presented any claim or defense to pay the other party’s attorneys’ fees and costs, consistent with applicable legal standards for attorneys’ fees awards. The arbitrator’s award shall be final and binding upon the parties and may be entered as a judgment in any court of competent jurisdiction.

Employee Initials _____

11. Assignment and Successors: This Agreement shall be binding upon the parties hereto and upon their heirs, administrators, representatives, executors, successors, and assigns and shall inure to the benefit of said parties and each of them and to their heirs, administrators, representatives, executors, successors, and assigns. Caregiver expressly warrants that he/she has not transferred to any person or entity any rights, causes of action, or claims released in this Agreement.

Employee Initials _____

12. Important, Continuing Obligations: Employee understands and agrees that the policies, procedures, terms, and conditions in this Agreement – including but not limited to the Protection of Confidential Information section – are important and may continue beyond Employee’s employment with SCAH as noted above. Employee understands and agrees that Employee’s failure to adhere to these policies may subject Employee to discipline, up to and including termination, and or may result in legal action against Employee. Employee agrees to contact SCAH management with any questions or concerns regarding the provisions of this Agreement or any SCAH policy, procedure or practice. SCAH appreciates Employee taking these requirements seriously and Employee’s adherence to these obligations.

Employee Initials _____

13. Miscellaneous: The terms of this Agreement are severable. The invalidity or unenforceability of any provision within this Agreement shall not affect the application of any other provision, provided that the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable. Further, consistent with the purposes of this Agreement, any otherwise invalid provision of this Agreement may be reformed and, as reformed, enforced by any party to this Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties with respect to the subjects covered in this Agreement. This Agreement shall not be amended or modified except in a mutually agreed upon writing that expressly states an intent to amend or modify this Agreement signed by Employee and an authorized representative of SCAH.

All questions with respect to the construction or interpretation of this Agreement shall be governed by Oklahoma law. Any action or proceeding commenced regarding this Agreement, the subjects herein, or Employee’s employment with or termination from SCAH shall be brought in Edmond, Oklahoma.

Employee represents that Employee has carefully read and fully understands the scope and effect of all of the provisions of this Agreement; that Employee has had all such time that Employee desires to consider this Agreement; that Employee has had the opportunity to consult with an attorney of Employee’s own choosing and at Employee’s own expense to review this Agreement; and that Employee has availed herself or himself of this opportunity to the extent, if any, that Employee wished to do so.

Employee Initials _____

Employee Signature _____

Printed Name _____ Date _____

Senior Care At Home Administrator signature _____

Printed Name _____ Date _____