



HOLISTIC HEALTH
ASSOCIATES
EMPLOYEE HANDBOOK
2023

ABOUT OUR HANDBOOK

We prepared this handbook to help our employees find the answers to many questions that they may have regarding their employment with Holistic Health Associates. Please take the necessary time to read and understand it so that you can comply with all the provisions.

Our Employee Handbook describes many of your responsibilities as an employee and outlines the programs developed by Holistic Health Associates to benefit employees. We do not expect this handbook to answer all questions. Our supervisors, Office Manager, and management team also serve as a major source of information. While every attempt has been made to create these personalized policies consistent with federal and state law, if an inconsistency arises, the policy(s) will be enforced consistent with the applicable law and it will not invalidate the remainder of the handbook.

Neither this handbook nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. Holistic Health Associates adheres to the policy of employment at will, which permits the HHA or the employee to end the employment relationship at any time, for any reason, with or without cause or notice.

No HHA representative other than the CEO may modify at-will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally and any such modification must be in a signed writing.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate HHA documents. These HHA documents are always controlling over any statement made in this handbook or by any member of management.

This handbook states only general HHA guidelines. HHA may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to end employment at will, which may only be modified by an express written agreement signed by the employee and the CEO.

This handbook supersedes all prior handbooks.

Table of Contents

SECTION 1 - INTRODUCTION6

1-1. THANK YOU FOR BEING PART OF OUR HHA TEAM 6

1-2. ABOUT HOLISTIC HEALTH ASSOCIATES 7

1-3. OPEN DOOR POLICY..... 8

SECTION 2 - HIRING & EMPLOYMENT9

2-1. BACKGROUND & REFERENCE CHECKS..... 9

2-2. CRIMINAL CONVICTIONS 9

2-3. PROFESSIONAL LICENSES, REGISTRATIONS AND/OR CERTIFICATIONS 9

2-4. EMPLOYMENT ELIGIBILITY..... 9

2-5. EQUAL EMPLOYMENT OPPORTUNITY 10

2-6. DISABILITY ACCOMMODATION 10

2-7. NON-HARASSMENT 11

2-8. PREGNANCY ACCOMMODATIONS 13

2-9. RELIGIOUS ACCOMMODATIONS 13

2-10. DRUG TESTING 13

2-11. HIRING RELATIVES/EMPLOYEE RELATIONSHIPS..... 15

2-12. OUTSIDE EMPLOYMENT 16

2-13. REHIRE 16

2-14. WORKING HOURS AND SCHEDULE..... 17

SECTION 3 - PROFESSIONAL CONDUCT.....18

3-1. MAINTAINING A POSITIVE ENVIRONMENT: EVERYONE’S RESPONSIBILITY 18

3-2. CONFIDENTIAL COMPANY INFORMATION 19

3-3. HIPPA..... 19

3-4. PATIENT PRIVACY 19

3-5. CONFLICT OF INTEREST AND BUSINESS ETHICS 20

3-6. DRESS AND PERSONAL APPEARANCE..... 20

3-7. EMAIL 22

3-8. CAMERA PHONES/RECORDING DEVICES..... 22

3-9. PERSONAL AND COMPANY-PROVIDED PORTABLE COMMUNICATION DEVICES 23

3-10. COMMUNICATIONS, COMPUTER SYSTEMS, FACILITIES, EQUIPMENT, AND PROPERTY, INCLUDING INTELLECTUAL PROPERTY 23

3-11. OPERATION OF VEHICLES 26

3-12. PERSONAL VISITS AND TELEPHONE CALLS 27

3-13. PRIVACY: SEARCH AND INSPECTIONS..... 27

3-14. PUBLICITY/STATEMENTS TO THE MEDIA..... 27

3-15. PUNCTUALITY AND ATTENDANCE 27

3-16. RECORD RETENTION	27
3-17. SOCIAL MEDIA	28
3-18. SOLICITATION AND DISTRIBUTION	29
SECTION 4 - HEALTH & SAFETY	29
4-1. HEALTH AND SAFETY: EVERYONE’S RESPONSIBILITY	29
4-2. DRUG-FREE AND ALCOHOL-FREE WORKPLACE	30
4-3. EMERGENCY CLOSURES.....	30
4-4. INCLEMENT WEATHER	30
4-5. SMOKING.....	31
4-6. WEAPONS IN THE WORKPLACE	31
4-7. WORKPLACE VIOLENCE	31
SECTION 5 - EMPLOYEE DEVELOPMENT	32
5-1. JOB POSTINGS	32
5-2. PERFORMANCE REVIEW	33
5-3. PERFORMANCE IMPROVEMENT.....	33
SECTION 6 - EMPLOYEE RELATIONS.....	33
6-1. CHANGES AND UPDATES TO PERSONAL INFORMATION.....	33
6-2. EMPLOYEE FILE.....	34
6-3. INTERNAL COMMUNICATIONS.....	34
SECTION 7 - PAYROLL PROCESS.....	34
7-1. COMPENSATION PHILOSOPHY	34
7-2. EMPLOYEE CLASSIFICATIONS	34
7-3. SAFE HARBOR POLICY FOR EXEMPT EMPLOYEES.....	35
7-4. TIMEKEEPING PROCEDURES.....	36
7-5. OVERTIME	36
7-6. BUSINESS EXPENSE REIMBURSEMENT	37
7-7. TRAVEL TIME FOR NON-EXEMPT EMPLOYEES	37
7-8. PAYCHECKS	38
7-9. DIRECT DEPOSIT	38
7-10. SALARY ADVANCES.....	38
7-11. PAY DEDUCTIONS AND WAGE GARNISHMENTS	38
SECTION 8 - BENEFITS	39
8-1. BENEFITS OVERVIEW	39
8-2. HOLISTIC HEALTH PERKS	39
8-3. REMOTE WORK/TELECOMMUTING	40
8-4. BEREAVEMENT LEAVE	41
8-5. JURY DUTY	42
8-6. LACTATION BREAKS.....	42
8-7. MILITARY LEAVE	42

8-8. ORGAN AND BONE MARROW DONATION LEAVE	43
8-9. PARENTAL LEAVE	43
8-10. WITNESS LEAVE	43
8-11. VOTING LEAVE	45
8-12. HOLIDAYS	45
8-13. PAID TIME OFF (PTO)	46
8-14. LEAVE WITHOUT PAY	49
8-15. HEALTH INSURANCE PROGRAMS	49
8-16. LIFE CHANGING EVENTS	49
8-17. SHORT TERM DISABILITY	50
8-18. WORKERS' COMPENSATION	50
8-19. RETIREMENT PLAN	50
SECTION 9 - TERMINATING EMPLOYMENT	50
9-1. LEAVING HHA	50
9-2. JOB ABANDONMENT	51
9-3. BENEFITS UPON TERMINATION	51
9-4. EXIT INTERVIEWS	51
9-5. FINAL PAYCHECK	51
9-6. RETURN OF PROPERTY	51
9-7. REFERENCES	51
SECTION 10 – IN CLOSING	52
10-1. A FEW WORDS IN CLOSING	52
SECTION 11 – POLICY ACKNOWLEDGEMENTS	53
11-1. GENERAL HANDBOOK ACKNOWLEDGMENT	53
11-2. RECEIPT OF CONFIDENTIALITY AND NON SOLICITATION AGREEMENT	Error! Bookmark not defined.

SECTION 1 - INTRODUCTION

1-1. THANK YOU FOR BEING PART OF OUR HHA TEAM

For employees who are beginning employment with Holistic Health Associates ("HHA"), on behalf of our incredible team, let me extend a warm and sincere welcome. I am delighted that you are here and invite you to understand the professional approach to day-to-day interactions that are important to HHA operations.

For HHA employees who have been with us, thanks for your past and continued service.

I hope you will find this Employee Handbook full of helpful and valuable information about the policies, benefits, procedures, and opportunities available. It should guide and assist you in performing to the best of your abilities and developing and realizing your potential as a valued employee.

You and HHA play important roles in each other's success-and the positive development of that relationship is necessary to obtain our mutual goals. I am confident you will contribute to our mission by developing and maintaining a high level of expertise in your area of responsibility and by providing excellent service in the most professional, efficient, and effective manner. I am proud that our staff is dedicated to elevating the health of our community through inspiration, education, and care; one personal relationship at a time.

I welcome your suggestions for improvements either to policies or procedures covered in this handbook or in other job-related areas or subjects. Your ideas on ways to improve our operations and procedures are important to me, and along with your effort and performance, are an ideal way to contribute to our growth and your own development.

You are required to acknowledge your receipt of the handbook; please read it carefully and keep it handy for your future reference.

I extend my personal best wishes for success and happiness here at Holistic Health Associates. I understand that it is our employees who provide the services that our patients rely upon, and who will enable us to create new opportunities in the years to come.



Ryan Diener
CEO and Co-Founder
Holistic Health Associates

1-2. ABOUT HOLISTIC HEALTH ASSOCIATES

Here at Holistic Health Associates, we offer the highest-quality holistic, non-invasive treatments including acupuncture, massage therapy, nutrition coaching, reflexology, nutritional detox, reiki, and more in a setting where you can relax, de-stress, and restore balance in your life.

Our experienced team of holistic therapists and professional staff are committed to providing you with a warm and friendly environment that helps promote natural healing and serenity from your busy lifestyle.

We have two locations located in historic downtown Frederick and Boonsboro Maryland. Our specializations include chronic pain management, allergy relief, anxiety treatment, stress, depression help, natural fertility, headache relief, soft tissue injuries, and nutrition programs.

Our Mission Statement

Enhancing your body's ability to heal naturally, so your health never limits your life.

Our Vision

To mainstream holistic medicine.

Our Values

1. *Makin' It Happen*: These are people who go above and beyond time and again. They are confident in themselves, their abilities, and in HHA, our mission and our values. They are producers who seem to be able to get more done, help more people, incorporate complexity, and give incredible effort all while displaying an uncanny ability to make it seem easy. They demonstrate a natural understanding of our Mission to "Never let your health limit your life" and to understand that Makin' It Happen is a process that leads to finding oneself surrounded by happy customers, happy co-workers, and a happy self. Their work ethic is frequently on display along with a healthy sense of urgency and drive, and they aren't afraid to make mistakes if they feel like they are doing the right thing.
2. *Together Everyone Achieves More*: These are people who embody the TEAM attitude through and through. They willingly offer help, even when you don't need it because they know that a great deal more can be accomplished by helping each other and working together. They do things to help others, even if it creates more work for themselves. They are reliable, communicate well, and are willing to participate and engage. They often eagerly respond to requests for help and take on the toughest tasks. They put the team before self and show up every day thinking about how they can best contribute.
3. *Serve with Kindness*: These are people who have a smile on their face, find ways to relate to people and situations, and demonstrate that the essence of kindness is powerfully healing in its own right. Kindness is a way of being, and they naturally express it. They always seem to make patients feel cared for and part of our HHA Family. They think about the person before the process and seek to find the balance between the two. They handle challenging interactions with grace and maintain a level of cheerfulness in all that they do.
4. *Assume the Best*: These are people who approach things with a "glass half full" mentality and believe everyone is always doing the best they can. We all have our disagreements, and these people address situations head on from a place of care, search for clarity, and rarely assume the worst. They do not assume they know others' intentions without asking, and they believe that that feedback leads to growth for them and their co-workers, which benefits our entire team.

5. *Raise Your Standard:* These are people who always try to improve individually, challenging themselves, and trying to better us as a group. They seek challenges and growth opportunities at work as well as personally to up level their quality of work, production, and personal development. They are ambitious and inspiring in their willingness to reach toward their highest potentials and have a sense of pride and achievement.
6. *Appreciate & Care for Each Other:* These are people who show appreciation and care often. Whether it's bringing coffee or treats to share or asking how your day is and actually listening, these people make you feel good just by being in their presence. They understand the importance of relationships and appreciation and you know that they genuinely care about you. They go out of their way to make us feel cared for and appreciated and is there for us when we need them.
7. *Listen to Understand:* These are great listeners, don't interrupt, and embody active listening. They really try to understand no matter what the subject is and are open minded and receptive to feedback. They absorb and understand complex or sensitive topics and give an idea its due consideration. They are people you are likely drawn to share with and confide ideas in. Many people listen with the intent to reply, while these people listen with the intent to understand you.
8. *Stay Curious:* These are people who seek information, educational opportunities, and experiences for growth. They are always looking for ways to evolve and better themselves. They replace fear and judgement with curiosity, ask questions, listen to answers, and acknowledge the likelihood that they don't know everything. You'll often find these people in a class or trying something new, maybe traveling, or taking on a learning opportunity. They demonstrate that continued education is not only something we do for others, but something we must continue to value in our own lives in order to offer the most to our patients and to all of our relationships.
9. *Helping People to Reach Their Goals* – These are people who focus their attention on helping others reach their goals. This is key to effectively serving our community of patients and staff.

Our Guiding Principles

1. **Help More People:** We are passionate about guiding patients to reclaim the best version of their health and optimize wellness.
2. **Enhance the Patient Experience:** We take pride in being known for our exemplary service to our patients. We always look for ways to Deliver +1.
3. **Care for & Improve Our TEAM:** We constantly look for new ways to enhance the employee experience. We embrace the opportunity to be a center where professionals can collaborate and practice their love of holistic medicine.
4. **Save Time Without Sacrificing Quality of Care (Efficiency):** We find ways to do things differently and more efficiently. We prioritize our time to care for our patients in their quest for holistic alternatives and wellness.

1-3. OPEN DOOR POLICY

Holistic Health Associates promotes an atmosphere whereby employees can talk freely with Management at any time. Employees are encouraged to openly discuss with their supervisor any problems so appropriate action may be taken. If the supervisor cannot be of assistance, Management is available for consultation and guidance. HHA is concerned about all of our employees' success and happiness with us. As such, HHA welcomes the opportunity to help employees whenever feasible so that it may attempt to provide a solution to employees' individual

problems or challenges.

SECTION 2 - HIRING & EMPLOYMENT

2-1. BACKGROUND & REFERENCE CHECKS

To ensure that individuals who join Holistic Health Associates are well qualified and have a strong potential to be productive and successful, it is HHA's policy to conduct a background screening and check the employment references of all applicants. As a condition of employment, employees will be required to authorize such a background check. Background investigations will be conducted in strict accordance with the Fair Credit Reporting Act (FCRA) and applicable state law.

2-2. CRIMINAL CONVICTIONS

Holistic Health Associates is committed to providing a safe working environment for all its employees. Accordingly, Holistic Health Associates requires that all applicants and employees be able to demonstrate the highest level of honesty, integrity, and ethical standards.

Persons who have been convicted of or pled guilty, nolo contendere, or admit to crimes, including crimes involving dishonesty, fraud, breach of trust, violence or risk to others, or other job-related crimes, may not be eligible for employment at Holistic Health Associates. For example, HHA closely scrutinizes crimes of theft, forgery, passing worthless checks, shoplifting, fraud, rape, murder, manslaughter, assault, and possession and/or sale of controlled substances.

Employees must immediately inform Management of any conviction or guilty plea for a felony or misdemeanor. Employees are not required to report minor traffic violations or proceedings that, according to state law, do not have to be disclosed. Any employee who has a question as to what constitutes a reportable offense under this policy should raise the question with a member of Management.

Although a conviction required to be disclosed under this policy will not automatically bar continued employment, HHA will evaluate the offense based on the following factors: the nature and gravity of the offense, the nature of the position at issue, the relationship of the offense to the qualifications for such position, the time that has passed since the conviction, and the work and community history of the employee since the conviction of the offense.

2-3. PROFESSIONAL LICENSES, REGISTRATIONS AND/OR CERTIFICATIONS

Employees who are required to be licensed, registered, or certified to perform the duties of their positions must present evidence of a current and unrestricted license, registration, or certification at the time of employment and thereafter prior to the expiration of the license, registration, or certification in accordance with applicable requirements. HHA will also validate this document with the issuing entity. Timely renewal of such license, registration, or certification is the employee's responsibility, and failure to maintain or renew this license, certification or registration will result in removing the employee from the work schedule. A lapse in required licenses, certifications, or registrations may lead to disciplinary action, up to and including termination.

2-4. EMPLOYMENT ELIGIBILITY

To comply with the Immigration Reform and Control Act of 1986, HHA requires all newly hired Employees to sign a federal I-9 Employment Eligibility Certification form and to produce proof of identity and right-to-work status. Employees who cannot present documentation that meets the I-9 requirement within three (3) business days of their start date will be terminated.

Employees with questions on immigration law issues are encouraged to contact Management and may raise questions or complaints about immigration law compliance without fear of reprisal.

2-5. EQUAL EMPLOYMENT OPPORTUNITY

Holistic Health Associates is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state or local laws and ordinances. Holistic Health Associates' management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs and general treatment during employment.

HHA will endeavor to make a reasonable accommodation of an otherwise qualified applicant or employee related to an individual's: physical or mental disability; sincerely held religious beliefs and practices; and/or any other reason required by applicable law, unless doing so would impose an undue hardship upon HHA's business operations.

Any applicant or employee who needs an accommodation to perform the essential functions of the job should contact our Office Manager to request such an accommodation. The individual should specify what accommodation is needed to perform the job and submit supporting documentation explaining the basis for the requested accommodation, to the extent permitted and in accordance with applicable law. HHA then will review and analyze the request, including engaging in an interactive process with the employee or applicant, to identify if such an accommodation can be made. HHA will evaluate requested accommodations, and as appropriate, identify other possible accommodations, if any. The individual will be notified of HHA's decision regarding the request within a reasonable period. HHA treats all medical information submitted as part of the accommodation process in a confidential manner.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of our Office Manager. HHA will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If employees feel they have been subjected to any such retaliation, they should contact their supervisor or manager, our Office Manager, or Management. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

2-6. DISABILITY ACCOMMODATION

Holistic Health Associates is committed to complying fully with the Americans with Disabilities Act (ADA), as amended, and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

It is HHA's intent to make reasonable accommodations for the physical or mental limitations of an employee or applicant unless such an accommodation would impose an undue hardship on the ability to conduct business. Reasonable accommodations may include alterations or modifications to the workplace, work environment, work schedule, equipment, or job tasks that permit individuals with a known or perceived physical or mental impairment to perform the essential functions of the job for which they are otherwise qualified.

All requests for accommodation must be presented to our Office Manager.

2-7. NON-HARASSMENT

HHA prohibits intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by HHA.

The purpose of this policy is not to regulate our employees' personal morality, but to ensure that no one harasses another individual in the workplace, including while on HHA premises, while on HHA business (whether or not on HHA premises) or while representing HHA. Furthermore, these prohibitions also apply to email, text messages, and social media posts that are about or may be seen by employees, patients, etc. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

Harassment Defined

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures, or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.).

HHA will not tolerate such or similar actions or conduct that denigrates or shows hostility or aversion toward any individual or group of people. The following examples are not intended to cause discomfort, but to make clear what is unacceptable so that employees have a comfortable working environment. It should be noted that the following behaviors are unacceptable and therefore, prohibited, even if not unlawful in and of themselves.

1. derogatory remarks about a person's national origin, race, language, or accent, for example, calling an individual who wears a turban a "towel-head" or calling a Jewish co-worker a "cheap-skate"
2. use of hate words, such as the 'n-word'
3. spreading untrue, malicious gossip about the coworker, because of the coworker's sexual identity
4. mocking a disabled employee's walk
5. slurs and jokes about a class of persons, for example, calling a lesbian co-working "butch"
6. displaying of material which reflects negatively upon a person's class or a particular person, for example, calendars, posters, pictures, drawings, or cartoons which reflect negatively upon a person's class or a particular person

Again, such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state, or local laws. Because it is difficult to define unlawful harassment, employees are expected to always behave in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined

Sexual harassment can include all the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

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

Sexual harassment can occur between members of the same sex or the opposite sex.

Examples of what is not acceptable behavior at HHA and therefore are prohibited, even if not unlawful in and of themselves, include but are not limited to:

1. unwelcome flirtations, innuendos, "kidding," leering, whistling, teasing, touching, patting, pinching assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body or perceived attractiveness;
5. propositions or suggestive or insulting comments of a sexual nature;
6. repeatedly asking out a person who is not interested;
7. derogatory cartoons, posters and drawings;
8. sexually explicit e-mails, text messages or voicemails;
9. exposing one's self - in person or via electronic means;
10. uninvited touching of a sexual nature;
11. unwelcome sexually-related comments;
12. gay-bashing;
13. conversation about one's own or someone else's sex life;
14. telling lies or spreading rumors about someone's sex life;
15. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
16. teasing or other conduct directed toward a person because of the person's gender.

Reporting Procedures

If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to the employee's supervisor, manager, Office Manager, Management. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

Investigation Procedures

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy.

Retaliation Prohibited

In addition, the HHA will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee has been subjected to any such retaliation, the employee should report it in the same way the employee would report a claim of perceived harassment under this policy. Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

2-8. PREGNANCY ACCOMMODATIONS

In compliance with Maryland law, if a pregnant employee requests an accommodation for a disability caused or contributed to by pregnancy, HHA will explore reasonable accommodations with the pregnant employee, and it will endeavor to provide a reasonable accommodation unless doing so would impose an undue hardship on HHA.

14

Such accommodations may include:

1. changing the employee's job duties;
2. changing the employee's work hours, relocating the employee's work area;
3. providing mechanical or electrical aids;
4. transferring the employee to a less strenuous or less hazardous position;
5. providing leave.

HHA may require a certification from the employee's health care provider concerning the medical advisability of a reasonable accommodation to the same extent a certification is required for other temporary disabilities. A certification should include:

1. the date the reasonable accommodation became medically advisable;
2. the probable duration of the reasonable accommodation; and
3. an explanatory statement as to the medical advisability of the reasonable accommodation.

Employees with questions or concerns regarding this policy or who would like to request an accommodation should contact our Office Manager.

2-9. RELIGIOUS ACCOMMODATIONS

HHA respects the religious beliefs and practices of all employees and will make, upon request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on HHA's business.

An employee whose religious beliefs or practices conflicts with his/her job, work schedule, or with HHA's policy on dress and appearance, or with other aspects of employment and who seeks a religious accommodation must submit a written request for the accommodation to our Office Manager. The written request will include the type of religious conflict that exists and the employee's suggested accommodation. Management will evaluate the request and make accommodation as appropriate, which will not create an undue hardship on HHA's business.

2-10. DRUG TESTING

Alcohol and drug abuse poses a threat to the health and safety of HHA employees and to the security of the company's equipment and facilities. For these reasons, HHA is committed to the elimination of drug and alcohol use and abuse in the workplace.

Required Testing

Pre-employment

Applicants being considered for hire may be required pass a drug test before beginning work or receiving an offer of employment. Refusal to submit to testing will result in disqualification of further employment consideration.

Reasonable suspicion

Employees may be subject to testing based on (but not limited to) observations by at least two members of management of apparent workplace use, possession, or impairment. Our Director or Operations Manager should be consulted before sending an employee for testing. Management must use the Reasonable Suspicion

Observation Checklist to document specific observations and behaviors that create a reasonable suspicion that an employee is under the influence of illegal drugs or alcohol. Examples include:

- Odors (smell of alcohol, body odor or urine).
- Movements (unsteady, fidgety, dizzy).
- Eyes (dilated, constricted or watery eyes, or involuntary eye movements).
- Face (flushed, sweating, confused or blank look).
- Speech (slurred, slow, distracted mid-thought, inability to verbalize thoughts).
- Emotions (argumentative, agitated, irritable, drowsy).
- Actions (yawning, twitching).
- Inactions (sleeping, unconscious, no reaction to questions).

When reasonable suspicion testing is warranted, our Director and Operations Manager will meet with the employee to explain the observations and the requirement to undergo a drug and/or alcohol test within two hours. Refusal by an employee will be treated as a positive drug test result and will result in immediate termination of employment

Under no circumstances will the employee be allowed to drive her/him/themselves to the testing facility. A member of management must transport the employee or arrange for a cab and arrange for the employee to be transported home.

Post-accident

Employees may be subject to testing when they cause or contribute to accidents that seriously damage a HHA vehicle, machinery, equipment, or property or that result in an injury to themselves or another employee or patient requiring offsite medical attention. A circumstance that constitutes probable belief will be presumed to arise in any instance involving a work-related accident or injury in which an employee who was operating a motorized vehicle is found to be responsible for causing the accident. In any of these instances, the investigation and subsequent testing must take place within two hours following the accident, if not sooner. Refusal by an employee will be treated as a positive drug test result and will result in immediate termination of employment.

Under no circumstances will the employee be allowed to drive her/him/their self to the testing facility. A member of management must transport the employee or arrange for a cab and arrange for the employee to be transported home.

Collection and Testing Procedures

Employees subject to alcohol testing will be transported to a HHA-designated facility and directed to provide breath specimens. Breath specimens will be tested by trained technicians using federally approved breath alcohol testing devices capable of producing printed results that identify the employee. If an employee's breath alcohol concentration is .04 or more, a second breath specimen will be tested approximately 20 minutes later. The results of the second test will be determinative. Alcohol tests may, however, be a breath, blood, or saliva test, at the company's discretion. For purposes of this policy, test results generated by law enforcement or medical providers may be considered by the company as work rule violations.

Applicants and employees subject to drug testing will be transported to a HHA-designated testing facility and directed to provide urine specimens. Applicants and employees may provide specimens in private unless they appear to be submitting altered, adulterated or substitute specimens. Collected specimens will be sent to a federally certified laboratory and tested for evidence of marijuana, cocaine, opiates, amphetamines, PCP, benzodiazepines, methadone, methaqualone and propoxyphene use. (Where indicated, specimens may be tested for other illegal drugs.) The laboratory will screen all specimens and confirm all positive screens. There must be a chain of custody from the time specimens are collected through testing and storage.

The laboratory will transmit all positive drug test results to a medical review officer (MRO) retained by HHA, who will offer individuals with positive results a reasonable opportunity to rebut or explain the results. Individuals with positive test results may also ask the MRO to have their split specimen sent to another federally certified laboratory to be tested at the applicant's or employee's own expense. Such requests must be made within 72 hours of notice of test results. If the second facility fails to find any evidence of drug use in the split specimen, the employee or applicant will be treated as passing the test. In no event should a positive test result be communicated to HHA until such time that the MRO has confirmed the test to be positive.

Consequences

Applicants who refuse to cooperate in a drug test or who test positive will not be hired and will not be allowed to reapply/retest in the future.

Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture, or dispense an illegal drug in violation of this policy will be terminated. If the employee refuses to be tested, yet the company believes he or she is impaired, under no circumstances will the employee be allowed to drive her/him/themselves home.

Employees who test positive, or otherwise violate this policy, will be subject to discipline, up to and including termination. Depending on the circumstances, the employee's work history/record and any state law requirements, HHA may offer an employee who violates this policy or tests positive the opportunity to return to work on a last-chance basis pursuant to mutually agreeable terms, which could include follow-up drug testing at times and frequencies determined by HHA for a minimum of one year but not more than two years as well as a waiver of the right to contest any termination resulting from a subsequent positive test. If the employee either does not complete the rehabilitation program or tests positive after completing the rehabilitation program, the employee will be immediately discharged from employment.

Employees will be paid for time spent in alcohol or drug testing and then suspended pending the results of the drug or alcohol test. After the results of the test are received, a date and time will be scheduled to discuss the results of the test; this meeting will include our Operations Manager and another member of management. Should the results prove to be negative, the employee will receive back pay for the times/days of suspension.

Confidentiality

Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided to the MRO will be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

Inspections

HHA reserves the right to inspect all portions of its premises for drugs, alcohol, or other contraband. All employees, contract employees, and visitors may be asked to cooperate in inspections of their persons, work areas and property that might conceal a drug, alcohol, or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline, up to and including discharge.

2-11. HIRING RELATIVES/EMPLOYEE RELATIONSHIPS

While HHA does not wish to intrude into the private lives of employees, we recognize the increased potential for perceived or actual conflicts of interest when employees have or develop close personal relationships with each other or patients of HHA. For purposes of this policy, a personal relationship is defined as one:

1. where a reasonable person may believe that power and influence or control could be exerted for personal

- gain;
- 2. that may adversely affect the normal processes for other people within the working environment; or
- 3. that may affect HHA in its public environment.

This could be a family relationship, a business/financial relationship, or a romantic relationship.

An employee engaged in a personal relationship with another employee (or applicant) with whom s/he/they shares either a direct or indirect supervisory role or with a third party, such as a vendor, is responsible for promptly disclosing the relationship with their supervisor, our Office Manager, or Management.

Upon notification of a personal relationship, Management will make a final determination on appropriate action to address the situation, which may include separation by reassignment or termination from employment if other resolution is not possible. All matters will be treated confidentially.

2-12. OUTSIDE EMPLOYMENT

Holistic Health Associates recognizes that some employees may need or want to hold additional jobs outside their employment with HHA. Employees of HHA are permitted to engage in outside work or hold other jobs, subject to certain restrictions based on reasonable business concerns.

HHA applies this policy consistently and without discrimination to all employees, and in compliance with all applicable employment and labor laws and regulations. The following rules for outside employment apply to all employees notifying their supervisors or managers of their intent to engage in outside employment:

1. Work-related activities and conduct away from HHA must not compete with, conflict with, or compromise the HHA's interests or adversely affect job performance and the ability to fulfill all responsibilities to HHA.
2. Employees are prohibited from performing any services for patients of HHA that are normally performed by HHA. This prohibition also extends to the unauthorized use of any company tools or equipment and the unauthorized use or application of any company confidential information.
3. Employees may not solicit or conduct any outside business during work time for HHA.
4. Employees may not receive any income or material gain from individuals outside HHA for materials produced or services rendered while performing their jobs.

HHA employees must carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. If outside work activity causes or contributes to job-related problems at HHA, the employee will be asked to discontinue the outside employment, and the employee may be subject to the normal disciplinary procedures for dealing with the resulting job-related problem(s).

If an employee's outside employment presents a conflict of interest with HHA or if such outside employment has any potential for negative impact on HHA, the employee will be asked to terminate the outside employment.

2-13. REHIRE

Holistic Health Associates may consider rehiring former employees who voluntarily left employment or were laid off due to business needs. Any former employee who is eligible and being considered for rehire must complete, to HHA's satisfaction, all components of HHA's pre-employment screening process.

Eligibility for Rehire

Employees who were part of an involuntary reduction in force, as well as those employees who voluntarily

resigned, will be eligible for rehire if they had a satisfactory work record while employed by HHA.

Ineligibility for Rehire

Former employees who had a less-than-satisfactory work record will not be considered for rehire. This includes employees with a less-than-satisfactory rating on their most recent performance evaluation and/or employees who terminated employment with an unresolved performance improvement plan.

Employees who were involuntarily terminated by HHA or were selected for layoff due to less-than satisfactory work performance will not be considered for rehire.

Service Restoration Rules for Eligible Employees

1. If a former employee with less than one year's prior service is rehired, the employee will be considered a new employee and will not be eligible for prior service recognition for seniority or benefit plan participation purposes.
 - a. Example: Jane is hired on June 3, 2020, and voluntarily resigns on January 5, 2021. Jane is rehired on April 23, 2021. Because Jane did not complete one full year of service prior to rehire, she is treated as a new employee and will not be credited with any prior service.
2. If a former employee with more than one year's prior service is rehired, the employee's seniority and eligibility to participate in company benefits plans - excluding retirement savings plans - will be bridged if the employee is rehired and the period of prior company service exceeded the duration of the period of absence. Service recognition will include prior service recognition for accrued leave plans and will be in accordance with local, state, and federal law.
 - a. Example: Marcus is hired on September 3, 2008 and is involuntarily laid off on March 12, 2016. Marcus is rehired on October 15, 2018. Because Marcus' prior service is longer than his period of absence, Marcus is credited with his previous seven years and six months of service.
3. If a former employee with more than one year's prior service is rehired and the duration of the period of absence exceeded the period of prior company service, the employee will be considered a new employee and will not be eligible for prior service recognition for seniority or benefits plan participation purposes.
 - a. Example: Angel is hired on December 9, 2015 and is involuntarily laid off on March 12, 2016. Angel is rehired on October 15, 2018. Because Angel's prior service is less than her period of absence, she will be treated as a new employee and will not be credited with any prior service.

Rehire Service Date Adjustment

When recognition of prior service is granted, a rehired employee's company service date will be adjusted in accordance with the service restoration rule.

- a. Example: Marcus is rehired on October 15, 2018 and is credited with seven years and six months of prior service. Marcus' adjusted hire date is May 15, 2011.

2-14. WORKING HOURS AND SCHEDULE

Holistic Health Associates normally is open for business as follows:

- Varies depending on location. Please see P and P.

Employees will be assigned a work schedule and will be expected to begin and end work according to the schedule. HHA expects employees to assume diligent responsibility for their attendance and promptness. While HHA understands that emergencies happen, it is imperative that employees notify their supervisor as early as possible if they will be absent or late for work, so that their work may be covered. To accommodate the needs of the business, at some point HHA may need to change individual work schedules on either a short-term or long-term basis.

Any Administrative staff working a 6-hour day or longer will be provided an unpaid 30-minute lunch break. Admin breaks cannot be used to leave a shift early unless prior approval is received from a Manager. Practitioner breaks are scheduled as blocks.

Excessive or unexcused absence and/or tardiness may be grounds for disciplinary action. Any employee who is absent without proper notice for three consecutive days will be considered to have voluntarily resigned their employment with HHA.

SECTION 3 - PROFESSIONAL CONDUCT

3-1. MAINTAINING A POSITIVE ENVIRONMENT: EVERYONE'S RESPONSIBILITY

HHA endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense, and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, in HHA's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

1. obtaining employment on the basis of false or misleading information;
2. stealing, removing or defacing Holistic Health Associates property or a co-worker's property, and/or disclosure of confidential information;
3. completing another employee's time records;
4. violation of safety rules and policies;
5. violation of Holistic Health Associates' Drug and Alcohol-Free Workplace Policy;
6. fighting, threatening or disrupting the work of others or other violations of HHA's Workplace Violence Policy;
7. failure to follow lawful instructions of a supervisor;
8. failure to perform assigned job duties;
9. violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences;
10. gambling on HHA property;
11. willful or careless destruction or damage to HHA assets or to the equipment or possessions of another employee;
12. wasting work materials;
13. performing work of a personal nature during working time;
14. violation of the Confidentiality and Non Solicitation Agreement;
15. violation of HHA's Non Harassment or Equal Employment Opportunity Policies;
16. violation of the Communication, Computer Systems, Facilities, Equipment, and Property – including Intellectual Property Policy;
17. unsatisfactory job performance;
18. failure or refusal to submit or consent to a required alcohol or drug test;
19. sexual or other unlawful or unwelcome harassment;
20. possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace;
21. inability or unwillingness to work in harmony with other employees;
22. unauthorized disclosure of confidential proprietary information;
23. making or publishing false statements concerning an employee, supplier, client, or HHA; or
24. any other violation of HHA policy;

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and HHA reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. HHA will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However, HHA will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate the employee at any time for any reason.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

3-2. CONFIDENTIAL COMPANY INFORMATION

The protection of confidential business information and trade secrets is vital to the interests and the success of HHA. Such confidential information includes but is not limited to client information; medical records and personal health information, computer programs and codes; client lists; client preferences; financial information; marketing strategies; pending projects and proposals; and research and development strategies. Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment, even if they do not actually benefit from the disclosed information. All rules regarding confidential information apply in full to blogs, social media, or any other electronic means of communication. For additional information, please refer to the Confidentiality and Non-Solicitation Agreement.

3-3. HIPAA

In compliance with the Health Insurance Portability and Accountability Act (HIPAA), all Protected Health Information (PHI) is treated confidentially. HHA will take all reasonable precautions to protect PHI from inappropriate disclosure. All employees who have knowledge of an individual's medical information have a responsibility to respect and maintain the confidentiality of that information and protect any areas where patient PHI is or may be contained. This includes, but is not limited to employee work areas, breakrooms, file/record storage areas, company hardware and/or devices, etc. Anyone inappropriately disclosing PHI is subject to disciplinary action, up to and including termination of employment. All employees will use pieces of identifying PHI (date of birth, address, last name, etc.) to confirm patient identity before discussing information related to a patient's account/file. Disclosure of information to individuals other than the patient will only be granted with that individual listed on a HIPAA Privacy Authorization Form, signed by the patient.

3-4. PATIENT PRIVACY

Patient confidentiality is necessary for building trust between HHA patients and Staff. HHA appreciates that patients are more likely to disclose health information if they trust their healthcare practitioners. And trust-based relationships can lead to better interactions and higher-quality visits. HHA takes its privacy obligations seriously and has practices in place to ensure patient privacy:

1. Authorization is required for additional parties to communicate on patient's behalf (form is available at the front desk).
2. Staff must confirm the identity of a patient on the phone through three forms when communicating about an account.
 - Example:
 - First Name
 - Last Name
 - Date of Birth
3. Patient charts or documentation with patient information are not permitted in the front desk/lobby.

3-5. CONFLICT OF INTEREST AND BUSINESS ETHICS

It is HHA's policy that all employees avoid any conflict between their personal interests and those of the HHA. The purpose of this policy is to ensure that the HHA's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of HHA.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

1. holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with HHA, by any employee who is in a position to directly or indirectly influence either HHA's decision to do business, or the terms upon which business would be done with such organization;
2. holding any interest in an organization that competes with HHA;
3. being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with HHA or which competes with HHA; and/or
4. profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with HHA.

A conflict of interest would also exist when a member of the employee's immediate family is involved in situations such as those above. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is the employee's responsibility to report any actual or potential conflict that may exist between the employee (and the employee's immediate family) and HHA.

3-6. DRESS AND PERSONAL APPEARANCE

Dress, grooming and personal cleanliness standards contribute to the morale of all employees and affect the business image HHA presents to its patients, employees, guests, and vendors.

During business hours, employees are expected to present a clean and neat appearance with no rips, holes, or tears, and to dress according to the requirements of their position.

Frederick Location

1. All patient facing employees (Front Desk Associates, Practitioners, Assistants) are required to wear a Scrub Uniform. See guidelines below.
2. Managers and Directors may wear scrubs or business casual attire depending on their tasks and assignments for the day. Examples below:
 - a. If a Manager is covering the Front Desk, they should wear scrubs
 - b. If a Director is in the office for meetings, they can follow the business casual guidelines

Boonsboro Location

1. Practitioners and Assistants are encouraged to wear a Scrub Uniform
2. All other patient facing employees, Front Desk Associates, Managers, and Directors must follow our business casual guidelines. See guidelines below.

Business Casual Guidelines

1. Attire shall be of the appropriate fit and length
 - a. No cleavage, midriff, or lower backs shall be visible
 - b. Pant cuffs should be fitted and not touching the ground
2. Footwear: Sandals are permissible but must be dressy and cannot be flip-flops made from all rubber (i.e., Old Navy flip-flops, flip flops you would wear to the pool or shower, etc.). Staff must always wear shoes.
3. Skirts/Dresses/Shorts: Must be liberally longer than where your fingertips reach on your thigh when your arms hang at your sides.
4. Tops paired with leggings: when wearing leggings, the top must be finger-tip length or longer
5. Tops: Broad, cap sleeved tanks are permissible, but not thin or spaghetti straps
6. Some unacceptable items include:
 - a. Tank tops, halter tops, baggy T-shirts, clothing with prominent logos or slogans, short shorts or skirts, flip flops, jeans, cut off pants, low cut shirts, athletic apparel including jerseys, sweatshirts, sweatpants and casual sneakers, camouflage. This list is not all inclusive.
 - b. Strong or offensive odors, perfumes, and colognes
 - c. Excessive Jewelry
 - i. Jewelry and piercings worn must be minimal and not present a safety hazard.
 - d. Tattoos displaying nudity or profanity (must be covered during working hours)
 - e. Wrinkly or unlaundered clothing
7. Covid Considerations: See the policy for the most up to date information
8. If you have any questions about the dress code, please speak with your supervisor for clarification. If you think any item may not be acceptable, please refrain from wearing such items until you get clarification. Please note, all employees must maintain an appearance that conveys a professional image.

Scrub Uniform Guidelines

1. Staff will follow all general guidelines in the above section
2. Scrub Uniforms must be one of HHA's approved solid colors listed below (if needed, ask the Office Manager for a visual representation of the appropriate colors):
 - c. Black
 - d. Navy
 - e. Dark Grey
 - f. Dark Brown
 - g. Olive
 - h. Maroon/Wine
 - i. Mauve
 - j. Dark Teal
3. Tops should be in a V-neck style and short sleeved
4. Tops and pants must match in color
5. Themed and printed uniforms are prohibited. This includes, but is not limited to camouflage prints, animal prints, sports related prints, cartoon prints, etc. No attire embellishments.
6. Shirts worn under uniform top for warmth must be solid white, black, grey, or the exact color of the uniform
7. Cover up jackets (scrub jackets), lab coats and fleece jackets must be solid white, black, or grey, or the exact color of the uniform
8. Any apparel worn into the building or that comes into contact with any other person or surface, should be laundered after each wearing.
9. Footwear
 - a. Employees must be mindful of safety, noise, and appropriateness. Acceptable footwear includes (if needed, see our Office Manager for visual representations of the below):
 - i. Athletic sneakers
 - ii. Clogs

- iii. Crocs
- b. Socks must be worn and shall be solid white, gray, black or the same color as the uniform
- c. Footwear may only be solid white, black, gray or the same color as the uniform. The only different color permitted on the shoe is the logo (no neon/fluorescent colors)
- d. Shoelaces must be white, black, gray, or the color of the shoes
- e. Shoes may include a subtle pattern/texture/embossing if it still fits under an approved color.

Other Information

1. Employees are responsible for purchasing their own scrubs. Employees may order from any store they would like, but uniforms must comply with HHA style guidelines.
2. HHA encourages employees to receive approval before purchasing uniforms to ensure that their selection complies with the above code. Employees may send pictures directly to the Office Manager via email or text for approval.
3. Employees working more than two days per week are encouraged to purchase at least two sets of scrubs. Scrubs must be laundered in between use.

At all times, employees are expected to present a clean and neat appearance with no rips, holes, or tears. HHA reserves the right to use its discretion to determine what constitutes appropriate dress and appearance. No dress code can cover all contingencies so employees must exert a certain amount of judgment in their choice of clothing to wear to work. If employees have any questions about the dress code, they are encouraged to speak with their supervisor or our Office Manager for clarification. If employees think any item may be not acceptable, they should refrain from wearing such items until they get clarification. Failure to comply with this policy can result in employees being sent home to change without pay and may include disciplinary action, up to, and including termination.

HHA will try to reasonably accommodate an employee's special dress or grooming needs that are the result of religion, ethnicity, race, or disability.

3-7. EMAIL

HHA relies on email as a one of the primary sources of internal communication. When emailing, employees should use common standards and courtesies including but not limited to using proper grammar, clear language, subject lines, and responding in existing chains where they exist. And, to keep others' inboxes clean, employees should use Reply All with discretion. In addition:

1. All Staff must have and maintain a Company-provided email account. This account must be checked at least once during a scheduled shift, although it is preferred that email is checked more often while at work.
2. All Staff must use their HHA account for work-related correspondence, both internal and external.
3. Email related to patient or patient needs or inquiries should be replied to within 24-48 hours.
4. HHA email accounts are for business purposes only and will be disabled if misused and/or when a team member is no longer employed by HHA.
5. Messages: All messages for Practitioners, Admin Staff, and Management will be sent via email from the contactus@hhamd.com email account. All messages are required to be replied to, to confirm the message was received and usually includes details about the message (e.g., called back and this happened, answer the question, etc.)

3-8. CAMERA PHONES/RECORDING DEVICES

Due to the potential for issues such as invasion of privacy, sexual harassment, and loss of productivity, as well as inappropriate disclosure of confidential information, no employee may use a camera phone function on any phone in treatment rooms. The use of cameras on HHA property shall only be used for authorized marketing and social

media purposes.

The use of tape recorders, dictaphones, or other types of voice recording devices anywhere on HHA property, including to record conversations or activities of other employees or Management, or while performing work for HHA, is also strictly prohibited, unless the device was provided to you by HHA and is used solely for legitimate business purposes.

3-9. PERSONAL AND COMPANY-PROVIDED PORTABLE COMMUNICATION DEVICES

HHA-provided portable communication devices (PCDs), including cell phones, iPads, or personal digital assistants, should be used primarily for business purposes. Employees have no reasonable expectation of privacy regarding the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes, as permitted, the right to monitor personal communications as necessary.

Employees are able to use their own PCD for business purposes such as checking HHA email and using SKYPE. Communications sent via a personal PCD also may be subject to monitoring if sent through the HHA's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is an HHA-provided or personal device, employees must comply with applicable HHA guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using a HHA issued PCD to send or receive personal text messages is always prohibited and personal use during working hours should be limited to emergency situations.

Please note that whether employees use their personal PCD or an HHA-issued device, the HHA's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

Portable Communication Device Use While Driving

Employees who drive on HHA business must abide by Maryland law, which prohibits the use of handheld PCD (cell phone or personal digital assistant) use while driving. "Use" includes, but is not limited to, talking, or listening to another person or sending an electronic or text message via the PCD.

Employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

3-10. COMMUNICATIONS, COMPUTER SYSTEMS, FACILITIES, EQUIPMENT, AND PROPERTY, INCLUDING INTELLECTUAL PROPERTY

Equipment is essential in accomplishing job duties are expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines. Equipment should not leave the office without prior authorization. Employees should notify their supervisor if any equipment, machines, or tools appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees, visitors, or others. The supervisor can answer any questions about

an employee's responsibility for maintenance and care of equipment used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in disciplinary action, up to and including termination of employment.

Employees are also prohibited from any unauthorized use of HHA's intellectual property, such as audio and video tapes, print materials and software. Such violations can also result in disciplinary action, up to and including termination of employment.

HHA's communication and computer systems are intended primarily for business purposes; however limited personal usage is permitted if it does not hinder performance of job duties or violate any other HHA policy. This includes the voicemail, e-mail, and Internet systems. Users have no legitimate expectation of privacy regarding their use of HHA systems.

All Internet data that is composed, transmitted, or received via HHA's computer communications systems is considered part of the official records of HHA and, as such, is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the business information contained in Internet email messages and other transmissions is accurate, appropriate, ethical, and lawful.

Computers, computer files, the email system, and software furnished to employees are HHA property intended for business use. Employees should not use a password, access a file, install software, make equipment configuration changes, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer and email usage may be monitored.

HHA strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, HHA prohibits the use of computers and the email system in ways that are disruptive, offensive to others, or harmful to morale.

HHA may access the voicemail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the HHA deems it appropriate to do so. The reasons for which HHA may obtain such access include but are not limited to:

1. maintaining the system;
2. preventing or investigating allegations of system abuse or misuse;
3. assuring compliance with software copyright laws;
4. complying with legal and regulatory requests for information; and
5. ensuring that HHA operations continue appropriately during the employee's absence.

Further, HHA may review Internet usage to ensure that such use with HHA property, or communications sent via the Internet with HHA property, are appropriate. The reasons for which HHA may review employees' use of the Internet with HHA property include but are not limited to:

1. maintaining the system;
2. preventing or investigating allegations of system abuse or misuse;
3. assuring compliance with software copyright laws;
4. complying with legal and regulatory requests for information; and
5. ensuring that HHA operations continue appropriately during the employee's absence.

HHA may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

Data that is composed, transmitted, accessed, or received via HHA's communication and computer systems must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. HHA's policies prohibiting harassment, in their entirety, apply to the use of HHA's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs, or any other characteristic protected by federal, state or local law.

For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

Email may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other nonbusiness matters.

HHA purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, HHA does not have the right to reproduce such software for use on more than one computer.

Employees may only use software on local area networks or on multiple machines according to the software license agreement. HHA prohibits the illegal duplication of software and its related documentation.

Further, since HHA's communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited. In addition, the unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a general rule, if an employee did not create material, does not own the rights to it, or has not gotten authorization for its use, it should not be put on the Internet. Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Employees should notify their supervisor or Management upon learning of violations of this policy. Violators of this policy may be subject to disciplinary action, up to and including discharge.

Abuse of the Internet access provided by HHA in violation of law or HHA policies will result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy. The following behaviors are examples of previously stated or additional actions and activities that are prohibited and can result in disciplinary action:

1. sending or posting discriminatory, harassing, or threatening messages or images;
2. using the HHA's resources for personal gain;
3. stealing, using, or disclosing someone else's code or password without authorization;
4. copying, pirating, or downloading software and electronic files without permission;
5. sending or posting confidential material, trade secrets, or proprietary information outside HHA;
6. violating copyright law;
7. failing to observe licensing agreements;
8. engaging in unauthorized transactions that may incur a cost to HHA or initiate unwanted Internet

- services and transmissions;
9. Sending or posting messages or material that could damage the HHA's image or reputation;
 10. participating in the viewing or exchange of pornography or obscene materials;
 11. sending or posting messages that defame or slander other individuals;
 12. attempting to break into the computer system of another company or person;
 13. refusing to cooperate with a security investigation;
 14. sending or posting chain letters, solicitations, or advertisements not related to business purposes or activities;
 15. using the Internet for political causes or activities, religious activities, or any sort of gambling;
 16. jeopardizing the security of the HHA's electronic communications systems;
 17. sending or posting messages that disparage another company's products or services;
 18. passing off personal views as representing those of HHA;
 19. sending anonymous email messages; or
 20. engaging in any other illegal activities.

Further, HHA is not responsible for any damage to employees' personal belongings unless the employee's supervisor provided advance approval for the employee to bring the personal property to work.

3-11. OPERATION OF VEHICLES

All employees authorized to drive HHA-owned or leased vehicles or personal vehicles in conducting HHA business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately.

Employees must have a valid driver's license in their possession while operating a vehicle off or on HHA property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must always demonstrate safe driving habits. Employees are not permitted, under any circumstances, to operate a company vehicle or a personal vehicle for company business when any physical or mental impairment causes the employee to be unable to drive safely. Additionally, employees shall not operate any company vehicle at any time or operate any personal vehicle while on company business while using or consuming alcohol, illegal drugs or prescription medications that may affect their ability to drive. These prohibitions include circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of impairment, illness, medication, or intoxication.

HHA-owned or leased vehicles may be used only as authorized by Management.

Portable Communication Device Use While Driving

Employees who drive on HHA business must abide by Maryland law, which finds that it's illegal for all drivers to use a handheld telephone while operating a motor vehicle. Generally, this cellphone ban doesn't apply when the call is made for emergency purposes such as calling 9-1-1, a hospital, an ambulance, law enforcement, or the fire department. In addition, Maryland law prohibits all motorists from writing, sending, or reading a text message while operating a vehicle in the traveled portion of a roadway. Maryland's text-messaging ban doesn't apply to GPS (global positioning systems) or using a text messaging device to contact 9-1-1.

Employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a mobile device while driving, employees who are charged with traffic violations resulting from the use of their mobile devices while driving will be solely responsible for all

liabilities that result from such actions.

3-12. PERSONAL VISITS AND TELEPHONE CALLS

Disruptions during work time can lead to errors and delays. Therefore, personal telephone calls must be kept to a minimum, and only be made or received after working time, or during lunch or break time.

For safety and security reasons, employees are prohibited from having personal guests visit or accompanying them anywhere in HHA facilities other than the reception areas.

3-13. PRIVACY: SEARCH AND INSPECTIONS

Holistic Health Associates reserves the right to require employees while on HHA property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on HHA or client property, and work areas. This includes lockers, vehicles, desks, cabinets, workstations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to HHA or to its patients. Employees are expected to cooperate in the conduct of any search or inspection.

3-14. PUBLICITY/STATEMENTS TO THE MEDIA

All media inquiries regarding the position of HHA as to any issues must be referred to our CEO. Only our CEO is authorized to make or approve public statements on behalf of HHA. No employees, unless specifically designated by our CEO, are authorized to make those statements on behalf of HHA. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of HHA must first obtain approval from our CEO.

3-15. PUNCTUALITY AND ATTENDANCE

Employees are hired to perform important functions at HHA. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on fellow employees and supervisors. Excellent attendance is expected from all employees. Excessive absenteeism or tardiness will result in disciplinary action up to and including termination.

HHA recognizes, however, there are times when absences and tardiness cannot be avoided. In such cases, employees are expected to notify their supervisor as early as possible, but no later than the start of the workday. Asking another employee, friend or relative to give this notice is generally improper and constitutes grounds for disciplinary action. Employees should call, stating the nature of the illness and its expected duration, for every day of absenteeism.

Unreported absences of three (3) consecutive workdays generally will be considered a voluntary resignation of employment with HHA.

3-16. RECORD RETENTION

HHA acknowledges its responsibility to preserve information relating to litigation, audits, and investigations. Failure on the part of employees to follow this policy can result in possible civil and criminal sanctions against HHA and its employees and possible disciplinary action against responsible individuals (up to and including discharge of the employee). Each employee has an obligation to contact our Office Manager or Management to inform them of potential or actual litigation, external audit, investigation, or similar proceeding involving HHA that may have an impact on record retention protocols.

3-17. SOCIAL MEDIA

HHA understands that social media can be a fun and rewarding way for employees to share their lives and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist employees in making responsible decisions about their use of social media and to protect HHA interests and ensure employees focus on their job duties, we have established these guidelines for appropriate use of social media.

Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to one's own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with HHA, as well as any other form of electronic communication. Ultimately, employees are solely responsible for what they post online. Before creating online content, employees should consider some of the risks and rewards that are involved. Employees should keep in mind that any conduct that adversely affects their job performance, the performance of fellow employees or otherwise adversely affects patients, suppliers, people who work on behalf of HHA or HHA's legitimate business interests may result in disciplinary action up to and including termination.

Know and Follow the Rules

Employees should carefully read the below guidelines and the policies, practices, and procedures outlined in all HHA documents (e.g., HHA's Policy and Procedure Manual) to ensure that their postings are consistent with HHA's policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject employees to disciplinary action up to and including termination.

Be Respectful

Employees should always be fair and courteous to fellow employees, patients, suppliers, or people who work on behalf of HHA. Employees should also keep in mind that they are more likely to resolve work-related complaints by speaking directly with their co-workers or by utilizing HHA's Open-Door Policy than by posting complaints to a social media outlet. Nevertheless, if employees decide to post complaints or criticism, they must avoid using statements, photographs, video, or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage patients, employees, or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law.

Be Honest and Accurate

Employees should always be honest and accurate when posting information or news, and if a mistake is made, it should be corrected quickly. Employees should be open about any previous posts they have altered. Employees should remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Employees should never post any information or rumors that they know to be false about HHA, fellow employees, patients, suppliers, people working on behalf of HHA or competitors.

Post Only Appropriate and Respectful Content

Employees must maintain the confidentiality of HHA trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Employees may not post internal reports, policies, procedures, or other internal business-related confidential communications. Photos, videos, and other forms of media should only be released by authorized users of HHA accounts.

Employees should only express their personal opinions and should never represent themselves as a spokesperson for HHA. If HHA is the subject of content an employee is creating, the employee should be clear and open about the fact that the employee is an employee and make it clear that the employee's views do not represent those of HHA, fellow employees, patients, suppliers or people working on behalf of HHA. If an employee publishes a blog or online post related to work or subjects associated with HHA, the employee should make it clear that they are not speaking on behalf of HHA. It is best for the employee to include a disclaimer such as, "The postings on this site are my own and do not necessarily reflect the views of Holistic Health Associates."

Employees may not use HHA email addresses to register on social networks, blogs or other online tools utilized for personal use. In addition, employees may not post on a blog or web page or participate on a social networking platform, such as Twitter or similar site, during work time or at any time with HHA equipment or property.

HHA encourages all employees to keep in mind the speed and way information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including discharge.

Retaliation is Prohibited

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

3-18. SOLICITATION AND DISTRIBUTION

To avoid distractions, solicitation by the employee of another employee is prohibited while either employee is on work time. "Work time" is defined as the time the employee is engaged, or should be engaged, in performing his/her work tasks for HHA. Solicitation of any kind by non-employees on HHA premises is always prohibited.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of HHA is always prohibited. Distribution of literature by non-employees on HHA premises is always prohibited.

SECTION 4 - HEALTH & SAFETY

4-1. HEALTH AND SAFETY: EVERYONE'S RESPONSIBILITY

The health and safety of employees and others on HHA property are of critical concern to Holistic Health Associates. HHA intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods and fire evacuation procedures, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on HHA's premises, or in a product, facility, piece of equipment, process, or business practice for which HHA is responsible should be brought to the attention of management immediately.

Periodically, HHA may issue rules and guidelines governing workplace safety and health. HHA may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's supervisor as soon as possible, regardless of the severity of the injury or accident.

4-2. DRUG-FREE AND ALCOHOL-FREE WORKPLACE

To help ensure a safe, healthy, and productive work environment for our employees and others, to protect HHA property, and to ensure efficient operations, HHA has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for HHA.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale, or distribution of controlled substances (including medical marijuana), drug paraphernalia or alcohol by an individual anywhere on HHA premises, while on HHA business (whether or not on HHA premises) or while representing HHA, is strictly prohibited. Employees and other individuals who work for HHA also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact the employee's ability to perform their job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work. However, this exception does not extend any right to report to work under the influence of medical marijuana or to use medical marijuana as a defense to a positive drug test, to the extent the employee is subject to any drug testing requirement, except as permitted by and in accordance with applicable law. This restriction does not apply to responsible drinking of alcohol at business meetings and related social outings. That is, during HHA -sponsored business or social events or while conducting Holistic Health Associates business off premises, the use of alcohol may be allowed and/or provided. Since HHA is being represented, such use is to be handled responsibly and high professional standards are to be maintained. Alcohol use that could jeopardize the safety of other employees, the public or HHA's relations with its patients or the public will result in appropriate disciplinary action, up to and including termination.

HHA will take all appropriate measures to ensure compliance with all aspects of this policy. Holistic Health Associates also reserves the right to report violations of the law to the appropriate law enforcement agencies.

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

HHA maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation. HHA encourages employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs or jeopardizes the health and safety of any HHA employee, including themselves.

4-3. EMERGENCY CLOSURES

In the event of other emergency closings, such as electrical outages or flooding, HHA will notify you of a closure as determined by Management.

4-4. INCLEMENT WEATHER

HHA recognizes the fact that inclement weather and other emergencies can affect HHA's ability to open for business and the employee's ability to get to work. The safety of our employees is paramount in any emergency.

HHA will announce any closure via text or email announcement before 7:00 a.m. If HHA is closed non-exempt employees will not be paid, while exempt employees will be paid and expected to work remotely. If HHA is open,

employees are expected to make every effort to report to work when conditions have improved. Alternatively, if HHA is open and employees choose not to work, employees should immediately inform their supervisor and may choose to submit PTO hours or be unpaid (if non-exempt).

4-5. SMOKING

For the health benefit of our employees, patients, vendors, and other visitors, and in compliance with state law, where applicable, smoking, including the use of e-cigarettes, is prohibited on HHA premises and in all HHA vehicles.

4-6. WEAPONS IN THE WORKPLACE

To ensure that HHA maintains a workplace safe and free of violence for all employees, HHA prohibits the possession or use of dangerous weapons on HHA property.

Persons Covered

All HHA workers are subject to this provision, including contract workers and temporary employees as well as visitors and patients on HHA property. A license to carry the weapon on HHA property does not supersede HHA's policy. Any employee in violation of this policy will be subject to disciplinary action, up to and including termination.

Definitions

"Company property" or "HHA property" is defined as all HHA-owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways, and parking lots under the HHA's ownership or control. This policy applies to all HHA-owned or leased vehicles and all vehicles that come onto HHA property.

"Dangerous weapons" include firearms, explosives, knives, and other weapons that might be considered dangerous or that could cause harm. Employees are responsible for making sure that any item possessed by the employee is not prohibited by this policy.

Searches of Personal Property

HHA reserves the right at any time and at its discretion to search all HHA-owned or leased vehicles and all vehicles, plus packages, containers, briefcases, purses, lockers, desks, enclosures, and persons entering its property, for the purpose of determining whether any weapon is being, or has been, brought onto its property or premises in violation of this policy. Employees who fail or refuse to promptly permit a search under this policy will be subject to discipline up to and including termination.

Enforcement

Employees who are aware of violations or threats of violations of this policy are required to report such violations or threats of violations to their supervisor, our Office Manager, or Management immediately.

Violations of this policy will result in disciplinary action, up to and including termination of employment.

Anyone with questions or concerns specific to this policy should contact our Office Manager or Management.

4-7. WORKPLACE VIOLENCE

HHA is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to HHA and personal property.

Holistic Health Associates does not expect employees to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, Holistic Health Associates specifically discourages employees from

engaging in any physical confrontation with a violent or potentially violent individual. However, HHA does expect and encourage employees to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in HHA policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; or demonstrating a propensity to behave and react irrationally.

Prohibited Conduct

Threats, threatening language or any other acts of aggression or violence made toward or by any HHA employee WILL NOT BE TOLERATED. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious, or destructive action undertaken for the purpose of domination or intimidation. This includes threats by employees, as well as by patients, vendors, solicitors, or other members of the public.

Procedures for Reporting a Threat

All potentially dangerous situations, including threats by co-workers, vendors, or patients, should be reported immediately to Management with whom the employee feels comfortable. When reporting a threat of violence, the employee should be as specific and detailed as possible. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede HHA's ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment. No employee will be subjected to retaliation, intimidation, or disciplinary action as a result of reporting a threat in good faith under this policy.

If HHA determines, after an appropriate good faith investigation, that someone has violated this policy, HHA will take swift and appropriate corrective action.

If the employee is the recipient of a threat made by an outside party, that employee should follow the steps detailed in this section. It is important for HHA to be aware of any potential danger in its offices. HHA wants to take effective measures to protect everyone from the threat of a violent act by employees or by anyone else.

Holistic Health Associates encourages employees to bring their disputes or differences with other employees to the attention of their supervisor before the situation escalates into potential violence. HHA will assist in the resolution of employee disputes and will not discipline employees for raising such concerns.

SECTION 5 - EMPLOYEE DEVELOPMENT

5-1. JOB POSTINGS

HHA is dedicated to assisting employees in managing their careers and reaching their professional goals through promotion and transfer opportunities. This policy outlines the on-line job posting program which is in place for all

employees. To be eligible to apply for an open position, employees must meet the following requirements:

1. be a current, regular, full-time or part-time employee;
2. have been in current position for at least six (6) months;
3. maintain a performance rating of satisfactory or above;
4. not be on conduct/performance-related probation or warning; and
5. meet the job qualifications listed on the job posting; and

If employees find a position of interest on the job posting website and they meet the eligibility requirements, an on-line job posting application must be completed in order to be considered for the position. Not all positions are guaranteed to be posted. HHA reserves the right to seek applicants solely from outside sources or to post positions internally and externally simultaneously.

For more specific information about the program, please contact our Administrative Director.

5-2. PERFORMANCE REVIEW

Performance management and development is an on-going process and a shared responsibility between employees and supervisors. This includes setting performance expectations and objectives, giving and receiving feedback and coaching, defining individual development plans and participating in performance discussions. Consistent performance that meets or exceeds targets by each employee ensures that HHA achieves its performance targets and commitments to key stakeholders.

HHA endeavors to review performance annually. For example, practitioners participate in quarterly check-ins while other employees may meet with their supervisors on an annual basis. A positive performance evaluation does not guarantee an increase in salary, a promotion or 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 management.

In addition to these structured conversations, HHA encourages employees and supervisors to discuss job performance on a frequent and ongoing basis.

5-3. PERFORMANCE IMPROVEMENT

HHA's performance improvement process (PIP) is intended to assist supervisors and employees identify and address performance issues. Open communication regarding performance is the key to the success of this process. When an employee's performance fails to regularly meet established objectives or standards, the supervisor will address the issue with the employee and establish a plan to help the employee return to a satisfactory performance level. Depending on how quickly the employee successfully addresses the performance issue, it is possible that the process could progress through several steps prior to resolution from verbal warning through unpaid suspension. If the issue remains unresolved, it may result in termination of employment. While HHA strives to support all employees in meeting and exceeding their performance objectives, the exact way in which the PIP process is applied will depend on the specific situation. HHA does not restrict itself from modifying its process as circumstances warrant.

SECTION 6 - EMPLOYEE RELATIONS

6-1. CHANGES AND UPDATES TO PERSONAL INFORMATION

Employees should keep their personal information (e.g., address, emergency contact, phone number, personal email address, dependent status, beneficiary information, etc.) up to date by informing our Administrative Director

of any changes. Such changes to employee information should be provided **via email** so that employee and payroll records are accurate. For some changes, it will be necessary for the employee to provide appropriate legal documentation (e.g., birth certificate, marriage license, Social Security card, etc.) before the change can be made. Employees also should inform our Office Manager of any specialized training or skills they acquire, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach employees in a crisis could cause a severe health or safety risk or other significant problem.

Where applicable, the employee must complete new federal and/or state withholding forms and/or benefit change forms. These forms are available from Management, to be completed and returned before changes can be processed.

NOTE: With Holistic Health Associates medical insurance plans, employees have 30 days from the time of a life changing event to report changes to their status. Failure to execute the proper forms may result in a denial of benefits to employees (or their dependents).

6-2. EMPLOYEE FILE

A confidential employee file will be established and maintained for all HHA employees. Employees have the right to request permission to review the contents of their employee files. Employees must view their employee file in a member of Management's office. Contents of the employee file may not be removed by the employee.

Employees have the right to respond in writing to any material contained in their employee files. These responses will be attached to the pertinent material and maintained in their files. Management and supervisors in the direct line of supervision of an employee have the right to review pertinent portions of the employee's file.

Medical information of employees is treated confidentially. HHA will take reasonable precautions to protect such information from inappropriate disclosure. Supervisors and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information will be subject to disciplinary action, up to and including termination of employment.

6-3. INTERNAL COMMUNICATIONS

Important notices such as our Team PSA and items of general interest are posted via email and through other electronic means (e.g., Facebook Live). Employees must make it a practice to review this content frequently. This will assist employees in keeping up with what is current at HHA.

SECTION 7 - PAYROLL PROCESS

7-1. COMPENSATION PHILOSOPHY

Holistic Health Associates' compensation program is designed to be internally equitable and externally competitive, comply with federal and state laws, demonstrate our commitment to Equal Employment Opportunity, and offer competitive salaries within our labor market.

7-2. EMPLOYEE CLASSIFICATIONS

For purposes of this handbook, all Holistic Health Associates employees fall within one of the classifications below.

1. **Full-Time Employees** – Employees who regularly work at least 30 hours per week who were not hired on a short-term basis.

2. **Part-Time Employees** – Employees who regularly work fewer than 30 hours per week who were not hired on a short-term basis.
3. **Short-Term Employees** – Employees who were hired for a specific short-term project, or on a short term freelance, per diem or temporary basis. This understanding does not change the at-will status of interim employees. Short term employees are generally not eligible for benefits (except those required by law).

In addition to the above classifications, employees are categorized as either "exempt" or "non-exempt" according to the federal Fair Labor Standards Act (FLSA). The FLSA ensures that employees in certain types of jobs are paid overtime for hours worked more than forty (40) per workweek. Non-exempt employees are eligible for overtime pay at the rate of one and half times their hourly rate. Exempt employees are managers and others whose job duties and requirements allow them to be "exempt" from overtime pay provisions as provided by law. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Such salary may be paid less frequently than weekly. The employee will be informed of these classifications upon hire and informed of any subsequent changes to the classifications.

7-3. SAFE HARBOR POLICY FOR EXEMPT EMPLOYEES

It is HHA's policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure proper payment and that no improper deductions are made, employees must review pay stubs promptly to identify and report all errors.

Those classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for HHA. This salary will be established at the time of hire or classification as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Exempt employees must keep an accurate record of time worked using HHA's timekeeping system to calculate benefits. Time worked is all the time actually spent on the job performing assigned duties.

Under federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

1. full-day absences for personal reasons;
2. full-day absences for sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing wage replacement benefits for such absences (deductions also may be made for the exempt employee's full-day absences due to sickness or disability before the employee has qualified for the plan, policy or practice or after the employee has exhausted the leave allowance under the plan);
3. full-day disciplinary suspensions for infractions of our written policies and procedures;
4. Family and Medical Leave Act (FMLA) absences (either full- or partial-day absences);
5. to offset amounts received as payment from the court for jury and witness fees or from the military as military pay;
6. the first or last week of employment in the event the employee works less than a full week; and
7. any full work week in which the employee does not perform any work.

Salary may also be reduced for certain types of deductions such as a portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which the employee performed any work, salary will not be reduced for any of the following reasons:

1. partial day absences for personal reasons, sickness or disability. (PTO is required to be used)

2. an absence because the HHA has decided to close a facility on a scheduled work day;
3. absences for jury duty, attendance as a witness, or military leave in any week in which the employee performed any work (subject to any offsets as set forth above); and
4. any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness, or disability.

If employees believe they have been subject to any improper deductions, they should immediately report the matter to a supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply), they should immediately contact their supervisor, our Office Manager, or Management.

7-4. TIMEKEEPING PROCEDURES

Hourly and salary administrative employees must record their actual time worked for payroll and benefit purposes. As example, hourly employees must use HHA's timekeeping system to record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by management. Managers will let their employees know the level of detail they are required to enter in the timekeeping system.

Altering, falsifying, or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge. Furthermore, it is also a violation of HHA policy for any employee, supervisor, or manager to instruct another employee to report hours incorrectly or falsely. If employees are ever instructed to:

1. incorrectly or falsely under- or over-report your hours worked; or
 2. alter another employee's time records to inaccurately or falsely report that employee's hours worked,
- employees should report it immediately to our Office Manager or Management. Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

Exempt employees are required to record their daily work attendance and report full days of absence from work for reasons such as leaves of absence, sick leave, or personal business.

Non-exempt employees may not start work until their scheduled starting time. In addition, non-exempt employees are prohibited from performing any "off-the-clock" work. "Off-the-clock" work means work performed, but not reported. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including discharge.

It is the employee's responsibility to sign time records to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to a supervisor or our Office Manager who will attempt to correct legitimate errors.

7-5. OVERTIME

Periodically, it may be necessary for employees to work overtime to meet business requirements. When this occurs, employees are expected to work the overtime hours as requested. HHA will make all reasonable efforts to anticipate the need for upcoming overtime hours and provide employees with appropriate advance notice.

As previously stated, overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour regulations. Overtime pay is based on actual hours worked. Paid time off, holidays and/or

any other type of paid leave will not be considered hours worked for purposes of performing overtime calculations.

Failure to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in disciplinary action, up to and including possible termination of employment.

For purposes of calculating overtime for non-exempt employees, the workweek begins at 12 a.m. on Monday and ends 168 hours later at 12 a.m. on the following Monday.

7-6. BUSINESS EXPENSE REIMBURSEMENT

Employees will be reimbursed for reasonable approved expenses incurred during the course of business. These expenses must be approved by the employee's supervisor, and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to the employee's supervisor along with the receipts in a timely manner.

Employees are expected to exercise restraint and good judgment when incurring expenses. In general, expenses must be reasonable, ordinary, and necessary business-type expenses to be reimbursable, such as travel costs, parking, mileage, meals, etc.

The mileage reimbursement rate for use of a personal vehicle to conduct HHA business will be set annually and set to the Federal reimbursement rate.

Employees should contact their supervisor in advance if they have any questions about whether an expense will be reimbursed.

7-7. TRAVEL TIME FOR NON-EXEMPT EMPLOYEES

Overnight, Out-of-Town Trips

Non-exempt employees will be compensated for time spent traveling (except for meal periods) during their normal working hours, on days they are scheduled to work and on unscheduled workdays (such as weekends). Non-exempt employees also will be paid for any time spent performing job duties during otherwise non-compensable travel time; however, such work should be limited absent advance Management authorization.

Out-of-Town Trips for One Day

Non-exempt employees who travel out of town for a one-day assignment will be paid for all travel time, except for, among other things: time spent traveling between the employee's home and the local railroad, bus or plane terminal; and meal periods.

Local Travel

Non-exempt employees will be compensated for time spent traveling from one job site to another job site during a workday. The trip home, however, is non-compensable when the employee goes directly home from the final job site, unless it is much longer than the regular commute home from the regular worksite. In such case, the portion of the trip home in excess of the regular commute is compensable.

Commuting Time

Under the Portal to Portal Act, travel from home to work and from work to home is generally non compensable. However, if a non-exempt employee regularly reports to a worksite near their home but is required to report to a worksite farther away than the regular worksite, the additional time spent traveling is compensable.

If compensable travel time results in more than 40 hours worked by a non-exempt employee, the employee will

be compensated at an overtime rate of one and one-half (1-1/2) times the regular rate.

To the extent that applicable state law provides greater benefits, state law applies.

7-8. PAYCHECKS

Pay periods begin on Monday and end on Sunday. Employees are paid bi-weekly for all the time worked during the past pay period. Electronic deposits are available on Fridays that paychecks are issued. Employees requesting paper checks should note that checks will be given only to the employee, unless the employee requests that they be mailed or authorizes in writing that another person may accept the check. Payroll commission reports for Practitioners are sent via email within three days of paycheck distribution. There is a 3% credit card processing fee for all credit card tips. When a regularly scheduled payday falls on a holiday, employees will receive pay on the business day before the regularly scheduled payday.

Payroll stubs itemize deductions made from gross earnings. By law, HHA is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Payroll stubs also will differentiate between regular pay received and overtime pay received.

If there is an error in any employee's pay, the employee should immediately bring the matter to the attention of our Office Manager or Management so HHA can resolve the matter quickly and amicably.

7-9. DIRECT DEPOSIT

Holistic Health Associates encourages employees to take advantage of direct deposit. Employees may sign up for direct deposit or view their paycheck online via ADP. Please see the Admin Director for access to your ADP online account.

7-10. SALARY ADVANCES

HHA does not permit advances on paychecks.

7-11. PAY DEDUCTIONS AND WAGE GARNISHMENTS

The law requires that HHA make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. HHA also must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base." HHA matches the amount of Social Security taxes paid by each employee.

Eligible employees may voluntarily authorize deductions from their paychecks to cover the cost of any voluntary programs offered by Holistic Health Associates.

Pay setoffs or wage garnishments are pay deductions taken by Holistic Health Associates, usually to help pay off a debt or obligation to Holistic Health Associates or others and will be made where applicable in compliance with federal and state law. This also includes wage garnishments.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, our Office Manager can assist in having your questions answered.

SECTION 8 - BENEFITS

8-1. BENEFITS OVERVIEW

In addition to good working conditions and competitive pay, it is HHA's policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits. HHA is constantly studying and evaluating our benefits programs and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs HHA provides employees and their families. Of course, the information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request from our Office Manager. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, HHA (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority regarding administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility, and entitlement.

While HHA intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If employees have any questions regarding benefits, they should contact our Office Manager.

8-2. HOLISTIC HEALTH PERKS

The health and wellness of our employees is very important to us. In accordance with this belief, HHA offers several additional perks or benefits, such as:

1. Staff rates
 - a. 50% off acupuncture, massage, or reiki services
 - b. 40% off retail/herbs/supplements
 - c. Additionally, administrative staff received a one-hour complimentary acupuncture, massage, or reiki session each month
 - d. Practitioners are permitted to use rooms at HHA to trade with each other (assuming room availability)
 - e. Discounts off additional sessions and products (detox, tai chi, etc.)
2. Friends and Family discount of 20% (limit to 5 friends and family at a time)

Your Office Manager can provide additional information about these benefits.

8-3. REMOTE WORK/TELECOMMUTING

Holistic Health Associates may allow employees to work remotely if their job duties and work performance are determined to be eligible for remote work. Eligibility will be decided on a case-by case basis by the HHA. Employees also may be required to work remotely during periods of public health emergencies if government orders and mandates recommend such work.

This policy provides general information regarding remote work/telecommuting. Employees who are approved to work remotely should consult their individual agreement for specific details of their remote work/telecommuting arrangement, such as expected work hours, equipment provided, and other important information.

Any remote work/telecommuting arrangement may be discontinued by the HHA at any time and at the discretion of the HHA. Employees also may discontinue the arrangement but may not be guaranteed office space at HHA's location.

At-Will Employment

This policy and any individual agreement addressing this work arrangement do not create a contract of employment and are not intended to be considered or construed as a promise of continued employment. Employment is at will and may be discontinued at any time by HHA or employee without notice, cause, or liability.

Hours of Work

Employees will work their scheduled hours from home. Scheduled hours of work will be set by the employees' manager or supervisor. Employees should maintain regular contact with their supervisors and managers.

Nonexempt employees must accurately record all hours worked pursuant to HHA's timekeeping system and take rest and meal breaks as if in HHA's workplace and as required by law. Nonexempt employees may not work beyond scheduled working hours (including working more than 40 hours in a workweek) without prior, written authorization from their manager or supervisor.

Location

Employees will provide, at their expense, a secure, dedicated work area. Employees are responsible for always maintaining the work area in a safe, secure, and nonhazardous condition. Employees will maintain security devices and procedures necessary to prevent use by unauthorized persons, including by preventing the connection of any HHA-furnished computer system, network, or database to any computer, network, or database other than a computer, network, or database to which connections are provided or authorized by HHA.

Duties

Employees are expected to follow all existing HHA policies and procedures. The duties, obligations, responsibilities, and conditions of employment with HHA remain unchanged. Employees must stay engaged with work throughout the workday and be fully available during normal business hours. If employees do not successfully perform their job duties remotely, this arrangement will be revoked. Employees are expected to follow existing HHA policies with respect to scheduled and unscheduled time off, including the obligation to speak with their manager or supervisor before the scheduled start time in the event of an unscheduled absence, tardy, or early departure.

Accidents and Injuries

Employees agree to maintain safe conditions in the remote workspace and to practice the same safety habits and rules applied on HHA premises. If employees incur an injury arising out of the course and scope of the assigned job duties while working in the remote workspace, the workers' compensation provisions in place for the state in which the employees are working will apply. Employees must notify their supervisor, manager, or our Office

Manager immediately and complete all necessary and/or requested documents regarding the reported injury. HHA assumes no responsibility for injuries occurring in the remote workspace outside normal working hours or for injuries that occur as a result of a reasonably recognizable unsafe remote workspace.

Equipment

Employees agree to use electronic equipment that has been encrypted and meets all of HHA's security requirements. If HHA provides equipment for home use, employees agree to provide a secure location for HHA-owned equipment and will not use, or allow others to use, such equipment for purposes other than HHA business. Employees have no expectation of ownership in such equipment, linkages, property, or other items installed or provided by HHA. HHA will bear the expense of removal of any such equipment, linkages, and installations provided by HHA upon the termination of the remote work/telecommuting arrangement but not modification of or repairs to the work location. Employees hereby release HHA from any damage or liability incurred in the installing or removal of the equipment provided by HHA.

Return of HHA Property

All equipment, records, and materials provided by HHA will remain HHA property. Employees agree to return HHA equipment, records, and materials upon request. All HHA equipment will be returned by employees for inspection, repair, or replacement as needed or requested or immediately upon termination of the remote work/telecommuting arrangement. All equipment must be returned within five (5) business days of written notice to the employees.

Expenses

Upon presentment of receipts and in accordance with the Business Expense Reimbursement policy, HHA will reimburse employees for certain preapproved expenses.

Regular household utility charges, such as electricity, water, phone, Internet service, auto, homeowners' insurance, etc., are not reimbursable unless state law requires reimbursement.

Confidentiality

Employees agree that they are subject to HHA's policies prohibiting the nonbusiness use or dissemination of HHA's confidential business information. Employees will take all appropriate steps to safeguard HHA's confidential business information, including segregating it from personal papers and documents, not allowing nonemployees to access such information, and keeping such information in locked drawers or file cabinets when not in use. Employees will maintain confidential information, including, but not limited to, information regarding HHA's products or services, processing, marketing and sales, client lists, client e-mail addresses and mailing addresses, client data, orders, memoranda, notes, records, technical data, sketches, designs, plans, drawings, trade secrets, research and development data, experimental work, proposals, new product and/or service developments, project reports, sources of supply and material, operating and cost data, and corporate financial information.

Contact

If employees have any questions concerning this policy or would like to apply to work remotely, they should contact our Office Manager.

8-4. BEREAVEMENT LEAVE

The death of a family member is a time when employees may wish to be with their families.

- If the employee is full-time and loses a close relative, the employee will be allowed up to five (5) days (this will be an average of the employee's normal working day) of paid time off to assist in attending to obligations and commitments.
- If the employee is part-time and loses a close relative, the employee will be allowed up to two (2) days (this will be an average of the employee's normal working day) of paid time off to assist in attending to obligations and commitments.
- For the purposes of this policy, a close relative includes a spouse, domestic/civil union partner, child, stepchild, parent, stepparent, father-in-law, mother, mother-in-law, son-in-law, daughter-in-law, brother, sister, stepbrother, stepsister, grandparent, grandchild or spouse's grandparent, an adult who stood in loco parentis to the employee during childhood, or any other relation required by applicable law.
- Full time employees are allowed up to two (2) days of paid time off in the event of the death of the employee's brother-in-law, sister-in-law, aunt, or uncle.

Paid leave days only may be taken on regularly scheduled, consecutive workdays following the day of death. Considerations will be made by a manager in a situation where a ceremony may be held later. Employees must inform their supervisor or Office Manager prior to commencing bereavement leave. Employees are encouraged to connect with management if they have any questions about the scope because management has the right to extend the scope of this policy at their discretion.

8-5. JURY DUTY

Holistic Health Associates realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of a request to perform jury duty and verification of their service. Employees also are expected to keep Management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for Management, employees may be asked to try to postpone jury duty.

Exempt employees will be paid their full salary for any week in which time is missed due to jury duty if work is performed for the HHA during such week.

8-6. LACTATION BREAKS

As part of our family-friendly policies and benefits, HHA supports breastfeeding mothers by accommodating the mother who wishes to express breast milk during her workday when separated from her newborn child.

Accommodation for Lactating Mothers

For up to one year after the child's birth, any employee who is breastfeeding her child will be provided reasonable break times to express breast milk for her baby. HHA has space in each office for this purpose. Nursing mothers wishing to use these rooms should contact our Office Manager to request/reserve the room. Employees storing breastmilk in HHA refrigerators assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage, refrigeration, and tampering. Breaks of more than 20 minutes in length will be unpaid, and employees should indicate this break period on their time record.

8-7. MILITARY LEAVE

If employees are called into active military service or enlist in the uniformed services, they will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, employees must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed

applicable statutory limitations, employees will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Employees should ask management for further information about eligibility for Military Leave.

If employees are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). They should give management as much advance notice of their need for military leave as possible so that HHA can maintain proper coverage while employees are away.

8-8. ORGAN AND BONE MARROW DONATION LEAVE

HHA provides eligible employees with up to 60 business days of unpaid leave (in any 12-month period) to serve as an organ donor and up to 30 business days of unpaid leave (in any 12-month period) to serve as a bone marrow donor. An eligible employee must have worked at HHA for at least 12 months and at least 1,250 hours during the previous 12 months.

To receive organ donation leave, the employee must provide a written physician verification to the employer stating that (a) the employee is an organ donor or a bone marrow donor, and (b) there is a medical necessity for the donation of the organ or bone marrow.

HHA will not consider any time during which the employee takes organ donation leave as a break in the employee's continuous service for purposes of the employee's rights to salary adjustment, sick leave, vacation, paid time off, annual leave or seniority. In addition, HHA will maintain the employee's group health insurance coverage as long as premiums are paid by the employee during the time the employee is on leave for organ donation. Furthermore, for an employee working on a commission basis, while the employee is on organ donation leave, HHA will pay the employee any commissions that become due as a result of work the employee performed before taking the organ donation leave. Finally, upon the employee's return from organ donation leave, HHA will restore the employee to the position the employee held when the organ donation leave began. Alternatively, the employee may be returned to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

Organ donation leave may not be taken concurrently with leave under the federal Family and Medical Leave Act.

8-9. PARENTAL LEAVE

To cultivate an environment where our employees can balance family and professional responsibilities, HHA provides time off for birthing parents and non-birthing parents to support the physical recovery of childbirth and provide bonding time with children new to the family.

In any 12-month period, HHA provides:

- Eligible birthing parents up to six (6) weeks of parental leave for physical recovery immediately following childbirth.
- All eligible parents, including birthing parents, up to six (6) weeks of leave to bond with a newborn, newly adopted or newly fostered child, or child for which they have legally assumed parental responsibility. In combination with leave that is associated with the birthing parent's physical recovery, eligible birthing parents are eligible to receive a total of 12 weeks of leave.

This policy will run concurrently with Maryland Parental Leave Act leave, Maryland's Time to Care Act, short-term disability insurance, and/or long-term disability insurance, as applicable.

Eligibility for Parental Leave

To be eligible for parental leave, the employee must have been employed by Holistic Health Associates for at least:

1. a 12-month period; and
2. 1,250 hours during the previous 12 months.

The employee is not eligible if the employee is employed at a worksite at which HHA employs fewer than 15 employees if the total number of employees employed by HHA within 75 miles of the worksite also is fewer than 15.

In addition, the employee must have:

1. experienced the birth of a child of the employee; or
2. adopted a child, been placed with a foster child, or have legally assumed parental responsibility for a child in the past year (in either case, the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy.

HHA may deny leave if:

1. the denial is necessary to prevent substantial and grievous economic injury to HHA's operations; and
2. HHA notifies the employee of the denial before the employee begins taking leave.

Amount, Time Frame, and Duration of Parental Leave

- Eligible birthing parents will receive a maximum of 12 weeks of parental leave per birth, adoption or placement of a child/children. Eligible non-birthing parents will receive a maximum of six (6) weeks of parental leave per birth, adoption or placement of a child/children. The fact that a multiple birth, adoption, or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the respective 12-week or 6-week total amount of parental leave granted for that event. In addition, in no case will a birthing employee receive more than 12 weeks of parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month time frame. Similarly, in no case will a non-birthing parent receive more than six (6) weeks of parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month time frame.
- Approved parental leave may be taken at any time during the 12-month period immediately following the birth, adoption, or placement of a child with the employee. Parental leave may not be used or extended beyond this 12-month time frame.
- Unless otherwise approved in writing by our Administrative Director, employees must take parental leave in one continuous period of leave and must use all parental leave during the 12-month time frame indicated above. Any unused parental leave will be forfeited at the end of the 12-month time frame.
- Upon termination of employment from HHA, employees will not be paid for any unused parental leave for which they were eligible.

While parental leave is unpaid, employees may substitute accrued paid time off or leave for unpaid leave provided pursuant to this policy.

Employees must provide 30 days' written notice of their intent to take parental leave, except no prior notice is required following a premature birth, unexpected adoption, unexpected foster care placement, or unexpected legal guardianship situation.

While on parental leave, HHA will maintain coverage of a group health plan for the duration of the parental leave in the same manner that coverage would have provided if the employee had not taken parental leave. Employees must coordinate payment of their healthcare premiums with our Administrative Director. If the employee fails to

return to work after the parental leave has expired, HHA may recover any premiums paid for maintaining coverage while the employee was on parental leave and such recovery may occur by deducting the amount of premiums paid from the wages paid to the employee on termination of employment.

An eligible employee who returns to work after taking parental leave generally will be restored to the position held when the leave began or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment. Nonetheless, HHA may deny restoration of employment if:

1. the denial is necessary to prevent substantial and grievous economic injury to HHA operations;
2. HHA notifies the employee of the intent to deny restoration of employment at the time HHA determines that economic injury would occur; and
3. in a case of parental leave that has already begun, the employee elects not to return to employment after receiving notice of HHA's intent to deny restoration of employment.

Additionally, Holistic Health Associates may, during the parental leave period, terminate the eligible employee's employment for cause.

8-10. WITNESS LEAVE

Employees called to serve as a witness in a judicial proceeding must notify their supervisor as soon as possible. Employees will not be compensated for time away from work to participate in a court case but may use available PTO to cover the period of absence. For example, employees appearing in their own case as a plaintiff or defendant or for a non-subpoenaed court appearance may use their PTO.

Employees attending judicial proceedings in response to a subpoena will not be terminated for their absence.

8-11. VOTING LEAVE

Employees who are eligible and registered to vote in an election and who do not have two (2) consecutive hours before or after work to vote may request up to two (2) hours with pay to vote.

Upon their return to work employees may be required to provide proof of voting on a form prescribed by the State Board.

8-12. HOLIDAYS

Full-time employees excluding practitioners (exception for salaried practitioners) will be paid for the following holidays:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Eve
7. Christmas Day
8. New Year's Eve

Holistic Health Associates will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment classification. Holiday pay is calculated based on the employee's straight-time pay rate (as of the date of the holiday).

To be eligible for holiday pay, employees must be in a paid status (actively at work or using paid time off) on all

days up to the actual holiday, in accordance with the employee's normal work schedule. Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime pay.

In the case that the office is open for half a day on a holiday, full-time employees who work that day will be eligible for holiday pay.

Any full-time employee scheduled to work on a recognized holiday may take a floating holiday on another day of their choosing during the calendar year. Floating holidays may not roll over to the next calendar year.

If a holiday falls within jury duty or bereavement leave, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the leave day, or the eligible employee will receive an additional day off at the option of the HHA.

8-13. PAID TIME OFF (PTO)

HHA appreciates how hard employees work and recognizes the importance of providing time for rest and relaxation, to help balance their lives and "recharge their batteries." HHA fully encourages employees to get this rest by taking their paid time off. Time off under this policy includes extended time off, such as for a vacation, sickness, or to handle personal affairs. In addition, and in alignment with the Maryland Healthy Working Families Leave Act, leave may be taken:

1. to care for or treat the employee's mental or physical illness, injury or condition or to obtain preventive medical care;
2. to care for a family member with a mental or physical illness, injury or condition, or to obtain preventive medical care for a family member;
3. for maternity or paternity leave; or
4. if the absence from work is due to domestic violence, sexual assault or stalking committed against the employee or the employee's family member and the leave is used either during the time that the employee has temporarily relocated due to domestic violence, sexual assault or stalking, or to obtain (for the employee or the employee's family) any of the following:
 - a. medical or mental health attention that is related to the domestic violence, sexual assault or stalking;
 - b. services from a victim services organization related to the domestic violence sexual assault or stalking; or
 - c. legal services or proceedings related to the domestic violence sexual assault or stalking.

For the purposes of this policy and in alignment with the Maryland Healthy Working Families Leave Act ("Sick and Safe Leave"), a family member is defined as:

1. a biological, adopted, foster or stepchild of the employee; a child for whom the employee has legal or physical custody or guardianship; or a child for whom the employee stands in loco parentis, regardless of child's age;
2. a biological, adoptive, foster or stepparent of the employee or the employee's spouse; legal guardian of the employee; or an individual who acted as a parent or stood in loco parentis to the employee or the employee spouse when the employee or the employee's spouse was a minor;
3. spouse of the employee;
4. a biological, adoptive, foster or stepgrandparent of the employee;
5. a biological, adoptive, foster or stepgrandchild of the employee; or
6. a biological, adopted, foster or stepsibling of the employee.

Full-time, part-time, seasonal, and interim employees working at least 12 hours a week are eligible for leave. Leave is granted on January 1st of each calendar year. For new employees starting mid-year, leave will be pro-rated, but

not less than the amount required by the Maryland Healthy Working Families Act (i.e., 1 hour for every 30 hours that an employee works up to a maximum of 40 hours.)

Because HHA's paid time off program provides benefits that are equivalent to or greater than the leave provided under Maryland's Sick and Safe Leave, HHA will not provide any additional leave above and beyond what is outlined here.

PTO Amounts

- PTO amounts for Full-time employees - Front Desk Associates, Coordinators, Managers, Assistants, and Salaried Practitioners working 30+ hours a week and in a full-time status agreed upon during hiring or job renewal are as follows:

Length of Service	Total Days/Year	Hours/Year
0 to 1 year	10 days	80
1 years	11 days	88
2 years	12 days	96
3 years	13 days	104
4 years	14 days	112
5 years	15 days	120
6 years	16 days	128
7 years	17 days	136
8 years	18 days	144
9 years	19 days	152
10 years +	20 days	160

- PTO amounts for **Commission-only Practitioners** is as follows:

Length of Service	Total Days/Year	Hours/Year
All lengths of services	*Individual Average work week	*Individual Average work week

*Practitioners/commission-only employees' paid leave will be calculated by imputing an average hourly wage based upon commissions earned during the last six months (or fewer if not employed for six months) and employee will be paid at that rate for absences.

- PTO amounts for **part-time, seasonal, and interim employees, in any position working 8 to 29 hours a week** are as follows:

Length of Service	Total Days/Year	Hours/Year
All lengths of services	5 days	40

Planned time off must submitted via a request to their Office Manager at least four (4) weeks in advance of the requested time off. Every effort will be made to grant requests, consistent with operating schedules. However, if

too many people request the same period of time off, the HHA reserves the right to choose who may take time off during that period.

Use and Scheduling of Leave

While granted immediately, PTO may not be used until the 91st calendar day of employment. PTO is designed to give employees time needed away from their everyday work schedule.

HHA values its employees and recognizes the need for time off for their family and home life. In accordance with this belief, 5 days of PTO may be carried over from one year to the next. Any remaining time, if not used, will be forfeited.

Whenever possible, leave must be scheduled in advance for time off for vacations, personal leave appointments or other foreseeable reasons. It is subject to approval, staffing needs and established departmental and HHA procedures. Leave may be taken in increments as small as four (4) hours for exempt employees and one (1) hour for non-exempt employees.

Employees are strongly encouraged to stay at home, when sick. Management has the discretion to send home any employee who is displaying symptoms of illness. For non-scheduled medical absences of three days or greater, certification/documentation of the need for absence may be required. Employee will have 15 days to provide the documentation.

In special circumstances, and as approved by the CEO, PTO leave may be advanced from the following year. In the case that PTO has been advanced and not yet granted, and HHA or employee terminates the employee, the employee agrees to make arrangements with HHA to pay back the advanced monies in accordance with the law.

Hourly and Salary Employees

- Due to the negative impact on HHA productivity and revenue, leave without pay (LWOP) will generally not be granted unless the employee has exhausted all paid leave. HHA is aware this is not possible in all circumstances; therefore, LWOP may be granted on a rare case-by-case basis for extended illnesses, pregnancy, or other legitimate needs.

Commission Employees

- Time off for Commissioned employees is granted upon request. Due to the negative impact on HHA productivity and revenue, there will not be unlimited leave without pay (LWOP). These requests will be monitored by your direct supervisor and the Administrative (HR) Director. Cumulative days off totaling more than 3 weeks of LWOP per year will be discussed with your supervisor and ultimately may be denied.

Requests for leave will not generally be granted once an employee has tendered their resignation. This is due to the need in most circumstances to transition work during the notice period.

If employees will be out of work due to illness or due any other emergency for which notice could not be provided, they must call in and notify their supervisor as early as possible, but at least by the start of their workday. If employees call in sick for three (3) or more consecutive days, they may be required to provide their supervisor with a note from their health care provider on the day they return to work.

At termination unused PTO will be forfeited.

Advanced but unaccrued paid time off will be deducted from an employee's final paycheck, to the extent permitted by law.

Enforcement and Retaliation

HHA prohibits retaliatory or adverse action against employees who exercise their rights in good faith with regard to the Maryland Healthy Working Families Act. Related to this Act, employees have the right to file a complaint with the Commissioner of Labor and Industry or bring a civil action to enforce an order against the HHA if their rights are restrained. Employees with questions regarding this policy are welcome to contact our Office Manager.

8-14. LEAVE WITHOUT PAY

If employees are ineligible for any other HHA leave of absence, Holistic Health Associates, under certain circumstances, may grant a personal leave of absence without pay. To qualify, employees must have one year of service and have worked 1,250 hours to be considered for a leave of absence. A written request for a personal leave should be presented to Management at least two (2) weeks before the anticipated start of the leave. If the leave is requested for medical reasons and employees are not eligible for leave under the federal Family and Medical Leave Act (FMLA) or any state leave law, medical certification also must be submitted. The request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as performance and attendance records. Normally, a leave of absence will be granted for a period of up to eight (8) weeks. However, a personal leave may be extended if, prior to the end of leave, employees submit a written request for an extension to management and the request is granted. During the leave, employees will not earn vacation, personal days or sick days. Holistic Health Associates will continue health insurance coverage during the leave if employees submit their share of the monthly premium payments to HHA in a timely manner, subject to the terms of the plan documents.

When the employees anticipate returning to work, they should notify management of the expected return date. This notification should be made at least one (1) week before the end of the leave.

Upon completion of the personal leave of absence, HHA will attempt to return employees to their original job or a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed.

Failure to advise management of availability to return to work, failure to return to work when notified or a continued absence from work beyond the time approved by HHA will be considered a voluntary resignation of employment.

Personal leave runs concurrently with any HHA-provided Short-Term Disability Leave of Absence.

8-15. HEALTH INSURANCE PROGRAMS

Full-time employees may participate in HHA's medical, dental, and vision insurance programs on the first day of the month following 30 days of employment, e.g. if someone starts on 4/7, their policy will begin on 6/1. Under these plans, eligible employees will receive comprehensive health and other insurance coverage for themselves and their families, as well as other benefits. Full-time employees working 30+ hours are eligible for medical, dental, and vision on their first day of employment. Employees pay 100% of the premium. The payroll deduction for this benefit will be taken on a pre-tax basis.

Upon becoming eligible to participate in these plans, employees will receive summary plan descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to contact our Office Manager with any further questions.

8-16. LIFE CHANGING EVENTS

Employees may make changes to insurance plans during the plan year only in the event that they experience a major life change, which is considered a qualifying event. The employee has 30 days from the date of the qualifying event to notify our Office Manager of the change. Major life changes include but are not limited to:

1. Legal marital status (marriage, death of spouse, divorce, legal separation)
2. Change in number of dependents (birth, adoption, death of dependent)
3. Employment (termination or commencement of employment by employee, spouse or dependent)
4. Work Schedule (reduction/increase in hours, part-time/full-time)
5. Dependent satisfies or ceases to satisfy the requirements for unmarried dependents (dependent no longer qualifies because of age)
6. Change in place of worksite of employee, spouse or dependents

8-17. SHORT TERM DISABILITY

Full-time employees working 30+ hours are eligible for STD. This benefit is paid at 100% by HHA. This benefit does not start until 90 days after initial hire date.

8-18. WORKERS' COMPENSATION

On-the-job injuries are covered by HHA's Workers' Compensation Insurance Policy, which is provided at no cost. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to the applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately. If employees are injured on the job, no matter how slightly, they should report the incident immediately to their supervisor. Failure to follow HHA procedures may affect the ability of employees to receive Workers Compensation benefits.

Neither HHA nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off duty recreational, social, or athletic activity sponsored by HHA.

8-19. RETIREMENT PLAN

Holistic Health Associates provides retirement benefits to all employees through a Simple IRA. To be eligible to participate you must have worked for the company for over one year. Employee contributions are made through pre-tax payroll deductions. Employees over the age of 50 are eligible to make "catch-up" contributions.

Upon becoming eligible to participate in this plan, employees will receive an SPD describing the plan in greater detail. Please refer to the SPD for detailed plan information. Of course, employees are free to speak to our Office Manager if there are any further questions.

SECTION 9 - TERMINATING EMPLOYMENT

9-1. LEAVING HHA

While we are always disappointed to see talented contributors leave HHA, we realize that employees will occasionally leave Holistic Health Associates for personal and career reasons. The following guidelines to ensure that the needs of both the departing employee and HHA are met when a resignation occurs.

1. Wherever possible, employees are asked to give their supervisor a minimum of two (2) weeks written notice when resigning
2. Employees should complete an exit interview with a member of management
3. Employees should return all Holistic Health Associates property to include, but not limited to security access card, credit cards, office keys, computer passwords, laptop computers, etc. Employees also must return all of HHA's Confidential Information upon separation.

4. To the extent permitted by law, employees will be required to repay the HHA (through payroll deduction, if lawful) for any lost or damaged HHA property.
5. As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

9-2. JOB ABANDONMENT

Employees who fail to report to work or contact their supervisor for three (3) consecutive workdays shall be considered to have voluntarily abandoned the job without notice.

9-3. BENEFITS UPON TERMINATION

When an employee leaves HHA, benefits cease as dictated by HHA's contract with its benefit providers.

Information about eligibility to continue participation in employee benefit programs will be provided prior at time of termination (healthcare continuation coverage).

Employees are encouraged to contact our Office Manager with any specific questions about benefits continuation and related issues.

9-4. EXIT INTERVIEWS

Exit Interviews are an important part of HHA's "continuous improvement" philosophy. They are designed to identify trends in the views of departing employees regarding HHA practices, procedures, and other aspects of employment with HHA (i.e., organization culture, communications, benefits, etc.). We appreciate employees' cooperation and assistance with this process prior to leaving HHA.

The content of the exit Interview is treated as confidential information and does not affect eligibility for rehire. It does not become part of the employee's personnel file or other official records with HHA. Our Office Manager or member of Management will generally conduct the exit interview during the employee's last week of employment.

9-5. FINAL PAYCHECK

Final paychecks will be distributed in accordance with applicable state law. Unused PTO is NOT paid out at termination and will be forfeited.

9-6. RETURN OF PROPERTY

Employees are responsible for all HHA property, materials, or written information issued to them or in their possession or control. All HHA property must be returned by employees on or before their last day of work. HHA may also take all action deemed appropriate to recover or protect its property.

9-7. REFERENCES

Holistic Health Associates will respond to reference requests through our Office Manager. HHA will provide general information concerning the employee such as date of hire, date of discharge, and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to our Office Manager. Only our Office Manager may provide references.

SECTION 10 – IN CLOSING

10-1. A FEW WORDS IN CLOSING

This handbook is intended to give employees a broad summary of things they should know about HHA. The information in this handbook is general in nature and, should questions arise, any member of Management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, HHA, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook. Employees should not hesitate to speak to Management if they have any questions about HHA or its personnel policies and practices.

SECTION 11 – POLICY ACKNOWLEDGEMENTS

11-1. GENERAL HANDBOOK ACKNOWLEDGMENT

This Employee Handbook is an important document intended to help employees become acquainted with Holistic Health Associates. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because HHA's operations may change, the contents of this Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your understanding, receipt, and acknowledgment of this Handbook.

I have received and read a copy of Holistic Health Associates' 2023 Employee Handbook. I understand that the policies, rules, and benefits described in it are subject to change at the sole discretion of HHA at any time.

I further understand that my employment is terminable at will, either by myself or HHA, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.

I understand that no representative of Holistic Health Associates other than the CEO may alter "at will" status and any such modification must be in a signed writing.

I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of HHA's Employee Handbook.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.

11-2. CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT AND ACKNOWLEDGEMENT

I, (the "Employee") am employed by the Holistic Health Associates (the "Company", as defined hereinafter). I acknowledge that the Company has given, or will give me, access to and has allowed, or will allow, me to acquire confidential and proprietary information relating to the business, operations, customers and suppliers of the Company and its agents and representatives. I acknowledge that disclosure of such information and/or its use by me or others could cause substantial loss and irreparable harm to the Company.

I further acknowledge that the collective and individual knowledge of the Company's employees is a valuable proprietary asset of the Company which the Company seeks to protect. I acknowledge that loss of this corporate knowledge and capability could cause substantial loss and irreparable harm to the Company.

In consideration for my original and continuing employment with the Company, I enter into this Agreement to protect such information, property, and materials of the Company and to further protect the Company from the

competitive use of such information obtained by me during the course of my employment by the Company. Accordingly, I agree as follows:

1 Confidential Information.

1.1 Definition. For purposes of this Agreement, "Confidential Information" shall mean all material or information proprietary to the Company, or otherwise treated as Confidential Information by the Company, not generally known by non-Company personnel or other Company personnel, whether having existed, now existing, or developed or created in the future, whether tangible or intangible, and whether or how stored, compiled or memorialized; physically, electronically, graphically, photographically or in writing.

1.1.1 This definition of Confidential Information shall also include any information which the Company develops itself or obtains from another entity or individual and which the Company treats as proprietary or designates as Confidential Information, whether or not owned or developed by the Company, and information conceived, originated, discovered, or developed in whole or in part by me during the course of my employment by the Company which relates in any way to the Company's existing or pursued fields of operation.

1.1.2 The term Confidential Information shall include, but is not limited to, the following confidential and/or proprietary information of the Company: trade secrets, ideas, methods, techniques, processes, discoveries, developments, technology, equipment, products, product descriptions, product developments, project specifications, project data, devices, compounds and compositions, equations, formulae, business plans, financial information, legal disputes, patents and inventions, programs, costs, prices, systems, operating procedures, prospective and executed contracts, customer lists and any and all information regarding suppliers, customers and prospective customers, all agreements with suppliers and customers, software, research and development, ideas, concepts, designs, drawings, specifications, models, data, documentation, diagrams, flow charts, other procedures, "know how," marketing techniques and materials, marketing and development plans, personnel information, price lists, pricing policies, and information related to the Company's staffing, accounting, budgeting, and management.

1.1.3 Confidential Information shall include any and all physical manifestations of such information, including but not limited to, drawings, schematics, video, text, pictures, sound, graphics, specification sheets, manuals, presentations, proposals, printouts, studies, contracts, documentation, notes, data, data files, computer files, software, computer drives and storage devices, reference materials, sketches, drawings, books, records, proto-types, models, memoranda, records and any other written or machine-readable expressions of such information as are fixed in any tangible or intangible media.

1.1.4 Notwithstanding the foregoing, Confidential Information shall not include information that has been voluntarily disclosed by the Company to the public (other than through unauthorized disclosures); information independently developed and disclosed by non-Company persons; information that has otherwise entered the public domain; or information that is required to be disclosed pursuant to a valid subpoena or order of court of competent jurisdiction, provided that in such case, I will provide promptly to the Company notice of such subpoena or order and to afford it the reasonable opportunity to protect the same. Unless otherwise expressly identified otherwise, I shall consider all information provided to me by the Company as Confidential Information, regardless of whether such information is identified as confidential.

1.2 Ownership Rights of Confidential Information. I acknowledge and agree that all Confidential Information which I have access to or possess, or which I create as a direct result of my employment with the Company, shall at all times be recognized as the exclusive property of the Company, or its existing or prospective customers, suppliers, or other contracting parties, respectively. I agree to turn over all such materials (including copies thereof and all computer disks, storage devices, programs or other transcriptions containing such information) to the Company upon request or immediately upon termination of my employment (whether such

information is on the premises of the Company or at any other location, including my personal residence). I further agree to submit to an exit interview immediately upon the termination of my employment by the Company.

1.3 Covenant Not to Disclose. I agree during my employment with the Company and at all times thereafter, until such time as such information comes into the public domain, to hold such Confidential Information in strict confidence, whether such information is disclosed or received by me and not to directly or indirectly reveal, report, publish, disclose, or transfer, or cause to be revealed, reported, published, disclosed or transferred to any person or entity, or utilize, or cause to be utilized, any Confidential Information for any purpose, except as the Company may expressly direct to me in writing. In instances wherein doubt exists in my mind as to whether information is secret and confidential to the Company or such other entity, I will request an opinion, in writing, from the Company.

2 Non-Solicitation.

2.1 I agree that for a period of twenty four (24) months immediately following termination of my employment (regardless of whether such termination is voluntary or involuntary) I shall not, directly or indirectly, on my own behalf or on behalf of any person, firm, partnership, association, corporation or business organization, entity, or enterprise, solicit, contact, call upon, communicate with or attempt to communicate with any customer or known prospect of the Company, or any representative of any customer of the Company, with a view to the sale or provision of any product, equipment, or service competitive or potentially competitive with any product, equipment or service sold or provided or under development by the Company during the period of twenty four (24) months immediately preceding termination of my employment with the Company, provided that the restrictions set forth in this section shall apply only to customers or prospects with which I had contact for the purpose of providing services or soliciting business on behalf of the Company.

2.2 I agree further that for a period of twenty-four (24) months immediately following termination of my employment (regardless of whether such termination is voluntary or involuntary), I shall not, directly or indirectly, on my own behalf or on the behalf of any person, firm, partnership, association, corporation, or business organization, entity, or enterprise, solicit, employ or attempt to employ or assist anyone in employing any person who is an employee of the Company or was an employee of the Company during the period of twenty four (24) months immediately preceding termination of my employment with the Company. I further agree that I will not directly or indirectly cause any third person or entity to engage in any activity herein prohibited.

3 Injunctive Relief. I understand and agree that the terms contained in this Agreement are reasonable and necessary for the protection of the Company's valid business interests, and that failure to comply with any term will cause immediate and irreparable injury to the Company, for which injury there is no adequate remedy at law. I expressly agree that in the event of the actual or threatened breach of any such term by me, the Company, its successors and assigns shall be entitled to an immediate injunction and other equitable relief by a court of competent jurisdiction to prevent and restrain such breach, and the Company shall be entitled to recover its costs, including without limitation reasonable attorney's fees, incurred by the Company in the action, in addition to any other relief (including without limitation money damages) awarded by the court. No specification in this Agreement of a legal or equitable remedy shall be construed as a waiver of any right to, or prohibition against, the pursuit of any other legal or equitable remedy.

4 Employment at-Will. I expressly acknowledge that my employment with the Company is at-will (except in the case where there is a written contract of employment between the Company and the Employee), and nothing in this Agreement shall be construed to restrict in any manner the Company's or my ability and right to terminate my employment at any time, with or without cause, and with or without notice.

5 Governing Law; Miscellaneous.

5.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

5.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written. No amendment, modification or waiver of this Agreement shall be binding unless executed in writing by both parties hereto, or in the case of a waiver, by the party granting such waiver. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing.

5.3 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

6.4 Severability. To the fullest extent permitted by law, each provision of this Agreement shall be considered severable. If any provision contained herein is held to be void, illegal or unenforceable, such illegality or unenforceability shall not affect any of the other provisions herein, and the remaining provisions of this Agreement will continue to be given full force and effect, and bind me. It is the intention of the parties that, if any court construes any provision to be unenforceable or unreasonable because of the duration of such provision or the area or matter encompassed by this Agreement; and if such provision is capable of being made enforceable by the court's reduction or revision of such provision, then this Agreement shall be reduced and/or revised as found by the subject court and enforceable in its modified form.

6.5 Enforcement; Costs of Suit. In the event that either party to this Agreement institutes or participates in any suit against or including the other party for violation of or to enforce or avoid any part of this Agreement, the prevailing party in any such suit shall be entitled to all of its reasonable costs and expenses in connection therewith, including but not limited to the reasonable fees of its attorneys.

I have received and read a copy of Holistic Health Associates' 2023 Confidentiality and Non-Solicitation Agreement. I understand that my signature below indicates that I have read, understand and agree to the above statements.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____