

PERSONNEL HANDBOOK

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Shared: Personnel/Employee Handbook/Bullhook Handbook

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Employee's Name (Please Print)

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT
(Please initial each provision and sign below)

1. _____ I hereby acknowledge that I have received a copy of Bullhook Community Health Center's (BCHC) Employee Handbook dated _____, which provides guidelines on the policies, procedures, and programs affecting my employment with this organization.
2. _____ I understand that the procedures, practices, policies, and benefits described there supersede all prior policies and procedures, and may be modified or discontinued from time to time and that Bullhook Community Health Center will try to inform me of any changes as they occur.
3. _____ Furthermore, I acknowledge that this handbook is not a contract of employment and nothing in the handbook creates an express or implied contract of employment.
4. _____ I accept responsibility for familiarizing myself with the information, seeking clarification of its terms or guidance, where necessary, and complying with the content.
5. _____ I have read and understand the Drug and Alcohol Use policy on page _____ and will notify YOUR COMPANY within five (5) days of any criminal drug statute conviction for a violation occurring in the workplace.
6. _____ I understand that I should consult the Human Resource Director if I have any questions that are not answered in this handbook.

By signing this form below, I agree to abide by the BCHC Employee Handbook during the term of my employment, contract or agency or while otherwise authorized to serve on BCHC's behalf. In addition, I acknowledge that I have a duty to report any suspected or known violation of the BCHC Employee Handbook or any BCHC policy or procedure to my supervisor or through the normal chain of command. I acknowledge that I may also report the information directly to the Human Resource Director or any other member of senior management.

EMPLOYEE SIGNATURE _____

EMPLOYEE PRINTED NAME _____

DATE _____

I. INTRODUCTION

Welcome to the Bullhook Community Health Center!

We are excited to have you as part of our team! You were hired because we believe you can contribute to the success of our business, and share our commitment to achieving our goals as stated in our mission statement.

Bullhook Health Center is committed to quality and unparalleled patient care in all aspects of our business. As part of the team, we hope you will discover that the pursuit of excellence is a rewarding aspect of your career here.

This employee handbook contains the key policies, goals, benefits, and expectations of Bullhook Health Center, and other information you will need.

The success of Bullhook Health Center is determined by our team approach of operating efficiently. We must earn the trust and respect of our co-workers every day to provide the patient who come here with the care they need and deserve.

Our success is built by creative, productive employees who are encouraged to make suggestions while thinking "outside the box." Your job, every job, is essential to fulfilling our mission everyday to the people who trust and respect us. The primary goal of Bullhook Health Center, and yours, as one of its employees, is to live our mission statement. We achieve this through dedicated hard work and commitment from every employee. It is the desire of Bullhook Health Center to have every employee succeed in their job, and be part of achieving our goals.

You should use this handbook as a ready reference as you pursue your career with Bullhook Health Center. Additionally, the handbook assures good management and fair treatment of all employees. At Bullhook Health Center, we want to recognize the contributions of all employees.

Sincerely,
Brian Hadlock
Chief Executive Officer

Equal Employment Opportunity Employer

Bullhook Community Health Center is an Equal Opportunity Employer and provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability or veteran status. In addition to federal law requirements, Bullhook Community Health Center complies with applicable state and local laws governing nondiscrimination in employment. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

This policy affirms Bullhook Community Health Center's commitment to the principles of fair employment and the elimination of all vestiges of discriminatory practices that might exist.

Mission Statement

We are committed to excellence in patient-centered, accessible, cost effective, and timely primary health care for all.

OUR SHARED VISION:

- PEOPLE TRUST US TO TAKE CARE OF THEM.
- WE HONOR AND RESPECT ALL CULTURES.
- OUR PROVIDERS ARE CHAMPIONS OF EXCELLENCE IN CARE.
- OUR STAFF ARE KNOWLEDGEABLE, COMPETENT, CARING AND HAPPY.
- WE HONOR OUR PATIENTS' TIME AND TAXPAYER DOLLARS BY OUR COMMITMENT TO EFFICIENCY.
- WE STRIVE TO BE A COMMUNITY LEADER IN HEALTHCARE.
- WE PROVIDE A SUCCESSFUL MEDICAL HOME FOR ALL.
- WE ARE DETERMINED TO BE SELF-SUFFICIENT AND FINANCIALLY VIABLE.

IMPORTANT THINGS TO KEEP IN MIND AS YOU READ THIS HANDBOOK

Whether you have just joined our staff or have been at Bullhook Community Health Center for a while, we are confident that you will find BCHC a dynamic and rewarding place to work and we look forward to a productive and successful association. This Employee Handbook has been written to serve as the guide for the employer/ employee relationship.

- It contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described.

- Neither this handbook nor any other BCHC document confers any contractual right to remain in BCHC's employ, either express or implied. Nor does it guarantee any fixed terms and conditions of your employment.
- During your probationary period, you may be terminated at any time, with or without good cause and without prior notice by BCHC, or you may resign for any reason. No supervisor or other representative of the BCHC, except the CEO (or designee), has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. Any such agreement with the CEO must be an individual agreement in writing and signed by you and the CEO.
- The procedures, practices, policies, and benefits described here supersede all prior policies and procedures, and may be modified or discontinued, without advance notice. We will try to inform you of any changes as they occur.

Finally, some of the subjects described here are covered in detail in separate benefit plan documents and other BCHC policy documents. You should refer to these documents for specific information, since this Handbook only briefly summarizes those benefits. Please note that the terms of the written insurance policies or pension plan documents are controlling.

As an employee of Bullhook Community Health Center, you should familiarize yourself with the information in this Handbook. If you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to your supervisor or Human Resources Department.

II. EMPLOYMENT POLICIES

Employment Practices

BCHC will not tolerate unlawful harassment or discrimination of employees by anyone, including any supervisor, manager, co-worker, vendor, patient, client, contractor, customer or other regular Bullhook Community Health Center visitor. Employees have a responsibility to treat others with dignity and respect at all times. Any employee found to have willfully exhibited inappropriate conduct or behavior against others may be subject to disciplinary action up to and including discharge.

Bullhook Community Health Center complies with the Americans with Disabilities Act (ADA) and applicable state laws providing for nondiscrimination in employment against qualified individuals with disabilities. The Health Center provides reasonable accommodation for such individuals in accordance with these laws.

As part of Bullhook Community Health Center's employment procedures, an applicant may be required to undergo a post offer, pre-employment job demands/medical/physical examination, which, at BCHC's sole discretion, can include alcohol and drug screening. This job demands/medical/physical examination may be conducted by a physician of BCHC's choice or other health professional. Any offer of employment that an applicant received from Bullhook Community Health Center is contingent upon, among other things, satisfactory completion of this examination and screening and a determination by Bullhook Community Health Center, the examining physician, or health professional that the applicant is capable of performing the essential functions of the position that has been offered, with or without a reasonable accommodation.

As a condition of continued employment, employees may also be required to undergo periodic medical/physical examinations, and/or alcohol and drug screenings, at a time specified by Bullhook Community Health Center. Further, it should be understood that Bullhook Community Health Center receives a medical report from its examining physicians regarding the applicant's or employee's state of health. All Bullhook Community Health Center required medical examinations and alcohol and drug screenings are paid in full by BCHC. Questions about medical/physical examinations or alcohol and drug screenings should be directed to the Chief Executive Officer.

Background Checks

All employment at Bullhook Community Health Center, including but not limited to; staff, providers, volunteers, board members, etc., is contingent upon clear results of a favorable background record check.

Background record checks will include, at a minimum, checks of the following areas:

- (this is included in both the I-9 verification and under the Expanded National record check.
- **Prior Employment Verification** confirms applicant's employment with the provided companies, including dates of employment, position held and additional information available pertaining to salary/wages, performance rating, reason for departure and eligibility for rehire. This will be run on past two (2) employers or seven (7) years, whichever comes first.
- **County and/or State Criminal** will include counties/state(s) of past residence for a period of up to seven (7) years. The state record check typically includes counties within the state. A county criminal check will be performed when a statewide criminal record search is unavailable.

- **Federal Criminal History** checks district courts for any crimes committed in violation of federal law. Record search is conducted for the standard seven (7) year history.
- **Expanded National Criminal Supplemental Database Search** includes, but not limited to, State Department of Corrections and National Sex Offender databases. Included in record check is Social Security Tracer which will gather current and past alias names and addresses.
- **Personal and Professional References:** Calls will be placed to individuals listed as references by an applicant.
- **Educational Verification** confirms the applicant's claimed educational institution, including the years attended and the degree/diploma received.

The following additional searches will be required if applicable to the position:

- **Occupational License or Certification** confirms employee's licensure or certification, appropriate for position.
- **Motor Vehicle** provides a report on an individual's driving history in the state requested. This search will be run when driving is an essential requirement of the position.
- **Credit History** confirms candidate's credit history. This search will be run for positions that involve management of Bullhook Community Health Center funds and/or handling of cash.

Bullhook Community Health Center will follow all applicable FCRA requirements throughout the background check process. Any questions regarding FCRA must be directed to the Human Resources representative. The Human Resources Director will be responsible for ensuring compliance with state laws regarding employment of individuals with criminal records.

Criminal background inquiries shall be maintained in a secure file, separate from the employee personnel files and shall be maintained in the Human Resources Department.

In addition to any eligibility requirements imposed by state or federal laws, as a matter of BCHC policy, individuals who have been convicted of any of the following offenses may be ineligible for employment:

- i. any job-related conviction including sexual harassment
- ii. any drug related offense
- iii. any theft related offense
- iv. any offense involving physical or mental abuse of another individual

- v. any offense which raises legitimate concerns for the welfare of children, clients, patients, or employees
- vi. vii. any offense which would result in the loss of the individual's license or certification

Should an applicant or employee disclose a conviction for one of the offenses listed above, eligibility for future employment will be determined by the department head or manager in consultation with the Human Resources Director. The Human Resources Director will maintain a record of all such determinations.

Employees convicted of a felony or misdemeanor offense listed above must report the conviction to the Human Resources Director and the appropriate department head or manager within five (5) business days. Failure to do so may result in discharge.

Bullhook Community Health Center reserves the right to modify this policy at any time without notice.

Nondiscrimination/Anti-Harassment

Bullhook Community Health Center expects employees to develop and maintain business-like relationships free of bias, prejudice and harassment. In keeping with this commitment, we will not tolerate unlawful harassment or discrimination of employees by anyone, including any supervisor, manager, co-worker, vendor, patient, client, contractor, customer or other regular Bullhook Community Health Center visitor. Employees have a responsibility to treat others with dignity and respect at all times. Any employee found to have willfully exhibited inappropriate conduct or behavior against others may be subject to disciplinary action up to and including discharge.

Equal Employment Opportunity is a fundamental principle at Bullhook Community Health Center, where employment is based upon personal capabilities without discrimination on the basis of race, creed, religion, color, national origin, sexual orientation, gender identity or expression, genetic information, disability or veteran status, or because of age, physical or mental disability, marital status, or sex when the reasonable demands of the position do not require an age, physical or mental disability, marital status, or sex distinction.

This policy applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, layoff, discharge, training, and all other terms, conditions, and privileges of employment. Your questions or concerns should be referred to the Human Resources Department or BCHC Designee(s) who have overall responsibility for this policy and maintain reporting and monitoring procedures.

Accommodation

If you require specialized accommodations for a mental or physical disability or religious belief/practice, etc., either for your current job or for jobs for which you wish to apply, contact your supervisor or the Human Resources Department or BCHC Designee(s). It is important that you notify us of your need for an accommodation. Once that is done, we will work with you through an interactive process to evaluate and, if possible, arrange for a reasonable accommodation. Generally, a reasonable accommodation will be attempted unless it creates an undue hardship for BCHC. A reasonable accommodation does not mean the elimination of an essential function of the job.

Harassment/Nondiscrimination

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status or any other characteristic protected by law. Bullhook Community Health Center will not tolerate harassing conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment. Such harassment may include, for example, jokes about another person's protected status, kidding, teasing or practical jokes directed at a person based on his or her protected status.

This policy applies to conduct occurring in the workplace and/or in other settings where Bullhook Community Health Center employees may be in connection with their work, such as business trips and business related social events.

The prohibited conduct also includes: (a) epithets, slurs, negative stereotyping, threatening, hostile, offensive or intimidating acts that are based on a person's protected status; and (b) written or graphic material circulated within or posted within the workplace, on BCHC time or using BCHC equipment by email, phone (including voice messages), text messages, social networking sites, etc. that shows hostility toward a person or group because of their protected status.

Sexual Harassment

Sexual harassment deserves special attention. Sexual harassment may include subtle and not so subtle behaviors, may be directed towards individuals of the same or different gender, and may include explicit sexual propositions, sexual innuendo, commentary about an individual's body, sexual prowess or sexual deficiencies, sexually oriented "kidding" or "teasing;" "practical jokes," jokes about obscene printed or visual material; staring, leering or whistling; insulting or obscene comments or gestures and physical contact such as patting, pinching or brushing against another person's body.

Sexual harassment includes unwelcome verbal or physical conduct of a sexual nature when:

- Submission to the conduct is implicitly or explicitly made a term or condition of employment;
- Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual; or
- The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Prohibited Sexual harassment also includes:

- Harassment directed toward a person because of gender
- Propositions or pressure to engage in sexual activity
- Sexual assault
- Display of magazines, books, or pictures with a sexual connotation
- Any harassing behavior, whether or not sexual in nature, directed toward a person because of the person's gender, including, but not limited to, hazing employees working in nontraditional work environments.

Retaliation

Neither Bullhook Community Health Center, nor any of its employees, will retaliate against any applicant, employee, or past employee for opposing unlawful discriminatory practices, reporting or assisting in making a harassment or discrimination complaint or cooperating in a harassment or discrimination investigation. Retaliation in any form is grounds for disciplinary action up to and including discharge.

Complaint Procedure

All employees are responsible to help ensure that Bulhook Community Health Center avoids all forms of harassment, discrimination or retaliation in the workplace. Whenever possible, any person who is experiencing unwelcome conduct, of the type generally described above, should inform the person engaging in the conduct that it is unwelcome and request that it stop. Employees who believe they have been subjected to discrimination or harassment or have witnessed such behavior should immediately report this information to your supervisor or the Human Resources Department OR BCHC Designee(s).

Corrective Action

1. Bullhook Community Health Center will attempt to investigate all complaints of harassment, discrimination and retaliation thoroughly, to the fullest extent practicable. Bullhook Community Health Center will keep complaints and the terms of their resolution confidential; however, it cannot guarantee complete confidentiality to complete a thorough investigation. If an investigation confirms that a violation of this policy has occurred, Bullhook Community Health Center will take appropriate, corrective action including discipline up to and including discharge from employment.

Employment of Relatives

Bullhook Community Health Center welcomes the employment of qualified relatives of employees as long as such employment does not, in the opinion of BCHC, create actual or perceived conflicts of interest. For purposes of this policy, “relative” is a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or “step” relation. Bullhook Community Health Center will consider BCHC business and employee needs in the placement of relatives of employees in accordance with the policy guidelines. Immediate relatives of Bullhook Community Health Center Board of Directors will not be hired. Immediate relatives of Bullhook Community Health Center employees may not serve on the Board of Directors.

Orientation Program

New employees are required to participate in an orientation program conducted by employees of the Bullhook Community Health Center staff. During this orientation, important information regarding basic BCHC policies, compensation, benefits programs, and other BCHC information is imparted. New employees will also be asked to complete all other necessary paperwork relating to appropriate federal and state tax forms. Information regarding medical benefits will be provided. Information establishing identity and ability to work in the United States in accordance with applicable federal law will be required. As part of the orientation process, new employees will be provided with information about their new positions, including but not limited to, the performance requirements of the position as described in the job description.

New employees are encouraged to ask any questions they may have during this program so that they will understand all the guidelines that affect and govern their employment relationship with Bullhook Community Health Center.

Probationary Period

During your probationary period, you may be terminated at any time, with or without good cause and without prior notice by BCHC, or you may resign for any reason. The introductory period is used by Bullhook Community Health Center to evaluate work habits, skills, learning ability and performance of a new or promoted employee, as well as for the employee to communicate learning needs, or obtain clarification of duties and expectations. A performance appraisal may be conducted for the probationary employee at the end of the six (6) month period of probation. **Probationary employees do not have access to the internal complaint process to appeal disciplinary action or discharge.**

If it is determined that an employment relationship is not a good fit, during the six (6) month probationary period, the employer may discharge the probationary employee for any reason or none.

Performance Reviews

Written performance reviews will be conducted at six (6) months of employment, and thereafter annually in February. All performance reviews are based on merit, achievement, job description fulfillment and performance.

III. COMPENSATION POLICIES

Employee Classifications

Each employee of Bullhook Community Health Center is classified as either exempt or non-exempt from overtime pay requirements, depending on their job duties. An employee's exempt or non-exempt classification may be changed only upon written notification by Bullhook Community Health Center management.

- Exempt employees are classified as such if their job duties are exempt from overtime pay and/or minimum wage requirements as determined by Federal and State Wage and Hour Law definitions.
- Non-Exempt employees are subject to minimum wage and overtime pay requirements for hours worked over 40 in a workweek, in accordance with Federal and State Wage and Hour Laws.

Based on the terms of employment, employees of BCHC fall into the following categories: full-time, part-time, and casual employees.

- Full-Time
A full-time employee is one who works an average of 40 or more hours per week on a regular basis.

- Part-Time
A part-time employee is one who works an average of less than 40 hours per week on a regular basis.
- Casual Employees
A casual employee is one who is employed for a limited duration, not regularly scheduled (on-call basis). Full-time or part-time for a specific job assignment or limited duration, or during certain periods of time depending upon the demand of work as determined by BCHC. A casual employee is not eligible for any company provided benefits.

FOR HEALTH BENEFITS ONLY:

- **Full-Time-A full-time employee is one who works 30 or more hours per week.**
- **Part-Time-A part-time employee is one who works less than 30 hours per week.**

Employees should consult each benefit's Summary Plan Description for information regarding the classifications of employees eligible under the specific benefit program.

Employees with questions about their employment classification or benefits eligibility should contact the Human Resources Department or BCHC designee.

Work Hours

BCHC is open for business five (5) consecutive days, Monday through Friday, which shall constitute the usual work week. Extended coverage periods may also be scheduled. Employees will be made aware of and be involved in any extensions or changes in advance.

For overtime calculation purposes, the workweek starts Monday 12:01 a.m. and ends at midnight the following Sunday.

Overtime/Premium Pay

Exempt Employees:

Exempt status is based on the duties and responsibilities of an individual position, the required education and experience level for the position, and the base weekly salary paid to those who hold the position. Exempt employees are paid on a salary basis and are required to work the hours necessary to perform the duties of the job. Exempt employees do not receive overtime pay. An exempt employee's base salary is compensation for however many hours the employee works in a particular week, rather than for a fixed number of hours per week.

Exempt employees must track time worked for grant reporting purposes, on timecards provided by HR/Payroll Department. Upon receiving a paycheck, exempt employees should verify immediately that he/she was paid correctly and that any vacation or sick leave accrual was recorded accurately.

Non-Exempt Employees:

BCHC pays its employees for all time worked as required by the Fair Labor Standards Act (FLSA) and applicable state law. Non-exempt employees are paid on an hourly basis and receive Overtime Pay as required by law. All non-exempt (hourly) employees will be paid overtime for hours worked over forty (40) in a work week. All overtime will be paid at one and one-half (1½) times the employee's regular hourly rate.

Non-exempt employees who fail to adhere to work location or departmental procedures for pre-approval of overtime will be subject to discipline.

Non-exempt employees must record time worked each day on timecards provided by HR/Payroll department. Upon receiving a paycheck, non-exempt employees should verify immediately that all time worked was recorded accurately and that he/she was paid correctly for all hours worked.

Non-exempt employees are not permitted to work any time that is not authorized by his/her supervisor or CEO/COO. Non-exempt employees may not start work early, finish work late, work during an unpaid meal break, or perform any other extra or overtime work unless directed to do so by his/her supervisor or CEO/COO.

Non-exempt employees are prohibited from working "off the clock" (i.e. without reporting the time worked).

It is a violation of BCHC policy for anyone to instruct or encourage a non-exempt employee to work "off the clock" or to incorrectly report hours worked.

A non-exempt employee who is directed or encouraged to incorrectly report hours worked should report the incident immediately to a supervisor, HR, or CEO/COO.

Records of Time Worked

All non-exempt employees must record their hours worked, daily, utilizing BCHC's recordkeeping system. The time record is used to compute earnings and is kept as a permanent record.

Exempt employees are required to record hours worked, for billing and grant requirement purposes only. Exempt employees must turn in a monthly calendar that

records (vacation days, sick days, any leave type) taken during the month.

Recording another employee's time or falsifying any time record is not permitted and is cause for disciplinary action, up to and including discharge. The designated staff member in charge of maintaining payroll and leave records will maintain employee leave benefit balances and report them to each staff member.

Pay Procedures

Wages shall be paid at least monthly. If pay-day occurs on a holiday, wages will be paid on the preceding day.

An itemized statement showing your gross wages for the pay period and all statutory and voluntary deductions will be provided. After you review your pay stub and deductions, any mistakes and/or improper deductions should be reported immediately. BCHC will attempt to promptly review the complaint and, if valid, reimbursement will be issued within a reasonable time frame.

Employees will be paid through direct deposit of funds to either a savings or checking account at their bank of choice, providing the bank has direct deposit capability. To activate direct deposition, you will be required to complete and sign a Direct Deposit Authorization form, and provide it to the Payroll Department. In the event that an employee does not have a bank account, an exception can be made by the Chief Finance Officer.

Final Pay

In compliance with Montana law (Mont. Code Ann. §39-3-205), when you voluntarily terminate or are involuntarily terminated prior to payday, your final pay will be issued on the next regularly scheduled payday, or 15 days from the date of the actual separation, whichever occurs first.

NOTE: All organization property shall be returned to BCHC upon termination.

IV. TIME-OFF BENEFITS

Vacation Leave

Vacation leave is provided to all exempt, non-exempt full-time and non-exempt part-time employees. Vacation is accrued only on regular hours worked, not on overtime hours.

Vacation leave is prorated for non-exempt part-time employees according to hours worked and prorated for exempt and non-exempt full-time employees if their first and

last month's do not cover a full payroll month.

Vacation leave may accumulate to a maximum of 240 hours. Vacation accrual is limited to 240 hours. If you reach your maximum allowable accrual (240 hours) vacation time does not continue to accrue until your balance falls on or below the maximum.

Exempt and non-exempt employees are provided vacation leave at a rate approved by the Board of Directors and at the following rates for vacation:

For employees hired after November 10, 2014 the following rates apply for vacation accrual:

For the first 2 years of employment:	.83 days/month
For 3-10 years of employment:	1.25 days/month
For the 11th year and after:	1.67 days/month

Vacation days accrue from the date of hire, but can only be taken after 6 full months (180 calendar days) of employment.

Vacation days accrued (all earned vacation time up to the maximum accrual of 240 hours) is paid out at 100% upon termination of employment.

Sick Leave

Sick leave is provided to all exempt, non-exempt full-time and non-exempt part-time employees.

Sick leave is prorated for non-exempt part-time employees according to hours worked and prorated for exempt and non-exempt full-time employees if their first and last month's do not cover a full payroll month.

Sick leave accrues from the date of hire, but can only be taken after the first 3 full months (90 calendar days) of employment.

For the first six (6) month probationary period of employment full-time employees accrue sick leave at four (4) hours each month. After the six (6) month probationary period full-time employees accrue sick leave at the rate of one (1) day/month, no maximum accrued. Part-time employees sick leave accrual is prorated based on hours worked.

Accrued, unused sick time will not be paid out at termination.

Military Leave

BCHC will abide by all provisions of the Uniformed Services Employment and Re-Employment Rights Act (USERRA) and will grant military leave to all eligible employees. Employees must provide advance notice to their supervisor of their intent to take military leave and must provide appropriate documents unless giving such notice is impossible, unreasonable, or precluded by military necessity.

An employee's salary will not continue during the military leave of absence. However, employees may request to use any accrued vacation during military leave.

Please refer to your Summary Plan Description for information on group insurance benefits during your leave of absence.

Any employee on leave does not accrue vacation time or sick hours and is not eligible for holiday pay.

In accordance with applicable law, employees on military leave will be reinstated upon satisfactory completion of military service and timely notice of intent to return to work, provided the employee is qualified and BCHC circumstances have not changed to the extent that it would be impossible or unreasonable to provide reemployment.

Family and Medical Leave Act (FMLA)

The Family and Medical Leave Act (FMLA) provides eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. BCHC is a covered employer with at least 50 employees within a 75-mile radius and provides FMLA. Employees are eligible if they have:

- At least 12 months of service with BCHC, and
- Have worked at least 1,250 hours within the preceding 12-month period.

If eligible, there are two types of leave available, including the basic 12 workweeks of unpaid leave (Basic Family Leave), and the military family leave (Military Family Leave) described in this policy.

Basic FMLA Leave

Employees who meet the eligibility requirements described above are eligible to take up to 12 workweeks of unpaid leave during any 12-month period for one of the following reasons:

1. To care for the employee's son or daughter during the first 12 months following birth; or

2. To care for a child during the first 12 months following placement with the employee for adoption or foster care; or
3. To care for a spouse, child or parent who has a serious health condition; or
4. For incapacity due to the employee's pregnancy, prenatal medical or child birth; or
5. Because of the employee's own serious health condition that renders the employee unable to perform essential functions of his or her job; or
6. for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty or call to covered active duty status as a member of the National Guard, Reserves, or Regular Armed Forces.

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

Military Family Leave includes two types of Military Family Leave.

1. Qualifying exigency leave. Employees meeting the eligibility requirements described above may be entitled to use up to 12 weeks of their Basic FMLA Leave for a qualifying exigency while the employee's spouse, son, daughter, or parent (the military member or member) is on covered active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty).

- **For Regular Armed Forces members,** "covered active duty or call to covered active duty status" means duty during the deployment of the member with the Armed Forces to a foreign country (outside of the United States, the District of Columbia, or any territory or possession of the United States, including international waters).
- **For a member of the Reserve components** of the Armed Forces (members of the National Guard and Reserves), "covered active duty or call to covered active duty status" means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation.

Qualifying exigencies may include:

- Short-notice deployment (seven or less calendar days)
- Attending certain military events and related activities
- Childcare or school activities
- Addressing certain financial and legal arrangements
- Periods of rest and recuperation for the military member (up to 15 calendar days of leave, dependent on orders)
- Attending certain counseling sessions

- Attending post-deployment activities (available for up to 90 days after the termination of the covered military member's covered active duty status, and to address issues arising from death of military member)
- Attending to parental care needs arising from covered active duty or call to duty (arrange for alternative care for a parent of a military member, provide urgent or immediate care, admit or transfer to a care facility, or attend non-routine caregiver meetings with care facility staff)
- Other activities arising out of the military member's covered active duty or call to active duty and agreed upon by BCHC and the employee.

2. Leave to care for a covered service member. There is also a special leave entitlement that permits employees who meet the eligibility requirements for FMLA leave to take up to 26 workweeks of leave during a single 12-month period if the employee is the spouse, son, daughter, parent, or next of kin caring for a covered military service member or veteran recovering from a serious injury or illness, as defined by FMLA's regulations.

- **For a current member of the Armed Forces**, including a member of the National Guard or Reserves, the member must be undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness.
- **For a covered veteran**, he or she must be undergoing medical treatment, recuperation or therapy for a serious injury or illness. *Covered veteran* means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. An eligible employee must begin leave to care for a covered veteran within five years of the veteran's active duty service, but the single 12-month period may extend beyond the five-year period.

Calculation of 12-Month Period. BCHC will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, BCHC will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

For the military caregiver leave, BCHC will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave taken for other FMLA circumstances during this 12-month period will be deducted from the total of 26 weeks available.

Employee Responsibilities When Requesting Family Medical Leave:

- Notify your supervisor and Human Resource Department.
- Supply sufficient information for BCHC to be aware that the FMLA may apply to the leave request, as well as information regarding the anticipated timing and duration of leave;
- Provide notice of the need for leave at least 30 days in advance or as soon as practicable. Cooperate with all requests for information regarding whether absences are FMLA-qualifying.
- Failure to comply may result in leave being delayed or denied.

Employer Responsibilities:

- When an employee requests leave, BCHC will inform the employee whether he or she is eligible under the FMLA. If the employee is eligible for FMLA leave, the employee will be given a written notice that includes details on any additional information he or she will be required to provide. If the employee is not eligible under the FMLA, BCHC will provide the employee with a written notice indicating the reason for ineligibility.
- If leave will be designated as FMLA-protected, BCHC will inform the employee in writing and provide information on the amount of leave that will be counted against the employee's 12- or 26-workweek entitlement.

Use of Intermittent and Reduced-Schedule Leave

- An employee does not need to use this leave entitlement in one block. Leave because of a serious health condition, or either type of family military leave may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced-schedule leave (reducing the usual number of hours worked per workweek or workday) if medically necessary.
- Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Military Family Leave due to qualifying exigencies may also be taken on an intermittent basis. Leave may **not** be taken on an intermittent basis when used to care for the employee's own child during the first year following birth, or to care for a child placed with the employee for foster care or adoption, unless both the employer and employee agree to such intermittent leave.
- If leave is unpaid, BCHC will reduce the employee's salary (including FSLA exempt employees) based on the amount of time actually worked. In addition, while an employee is on an intermittent or reduced-schedule leave, BCHC may temporarily transfer the employee to an available alternative position that better accommodates the recurring leave and that has equivalent pay and benefits.

Medical Certification

- If the employee is requesting leave because of the employee's own or a covered relation's serious health condition, the employee and the relevant healthcare provider must supply appropriate medical certification. Employees may obtain

Medical Certification forms from the Human Resource Department. When the employee requests leave, BCHC will notify the employee of the requirement for medical certification and when it is due (no more than 15 days after leave is requested). If the employee provides at least 30 days' notice of medical leave, he or she should also provide the medical certification before leave begins.

- Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided. BCHC, at its expense, may require an examination by a second healthcare provider designated by BCHC, if it reasonably doubts the medical certification initially provided. If the second healthcare provider's opinion conflicts with the original medical certification, BCHC, at its expense, may require a third, mutually agreeable, healthcare provider to conduct an examination and provide a final and binding opinion.
- BCHC may require subsequent medical recertification. Failure to provide requested certification within 15 days, except in extraordinary circumstances, may result in the delay of further leave until it is provided. Employees may also be required to provide a fitness-for-duty certification upon return to work, or during intermittent leave, as required.

Fitness for Duty Certifications. Because BCHC wishes to ensure the well-being of all employees, any employee returning from FMLA leave for his/her own serious health condition will need to provide a Fitness for Duty (FFD) certification signed by his/her health care provider.

- An employee who fails to provide an FFD certification will be prohibited from returning to work until it is provided. An employee who fails to provide an FFD certification may be discharged from employment.
- FFD certifications may be required when an employee returns from intermittent FMLA leave if serious concerns exist regarding the employee's ability to resume his/her duties safely.

Maintenance of Medical and Other Benefits. During an approved family medical leave, BCHC will maintain the employee's health benefits as if the employee continued to be actively employed. If paid leave is substituted for unpaid family medical leave, BCHC will deduct the employee's portion of the health plan premium as a regular payroll deduction. If leave is unpaid, the employee must pay his or her portion of the premium directly to the employer when the premium is due.

- An employee's healthcare coverage will cease if the employee's premium payment is more than 30 days late. If the payment is more than 15 days late, BCHC will send the employee a letter to this effect. If BCHC does not receive the co-payment within 15 days after the date of that letter, the employee's coverage may cease. If the employee elects not to return to work for at least 30 calendar days at the end of the leave period, the employee will be required to reimburse BCHC for the cost of the premiums paid by BCHC for maintaining coverage during the unpaid leave,

unless the employee cannot return to work because of a serious health condition or other circumstances beyond the employee's control.

- If the employee elects not to return to work at the end of the leave period, the employee will be required to reimburse **BCHC** for the cost of premiums paid for maintaining coverage during the leave period, except as set forth in the FMLA regulations. All other benefits cease to accrue during the unpaid portion of the leave.
- Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave.

Concurrent Leave (Substitution of paid time off for unpaid leave).

- Employees must use any accumulated sick leave and vacation time, to the extent provided by the benefit plan and available during FMLA leave unless such leave is covered under workers' compensation or other paid disability leave, in which case the employee may use accumulated leave time only for the purpose of satisfying any waiting period. Absences in excess of these accumulated days will be treated as FMLA leave without pay.
- The substitution of paid leave time for unpaid leave time does not extend the 12-workweek leave period. Furthermore, in no case can the substitution of paid leave time for unpaid leave time result in the receipt of more than 100 percent of an employee's salary. Family medical leave runs concurrently with other types of paid leave benefits.

Return from Leave. Upon return from leave, the employee will be restored to his/her original or an equivalent position with equivalent pay, benefits and other employment terms in effect for all employees. An employee who fails to return at the end of FMLA leave will in most cases be considered to have voluntarily resigned his/her position with BCHC.

In the event that an employee is not able to return work at the end of the 12 workweeks of protected FMLA leave, the employer is no longer required to restore the employee to an equivalent position.

Reporting While on Leave. If an employee takes leave because of the employee's own serious health condition or to care for a covered relation, the employee must contact BCHC on the first and third Tuesday of each month regarding the status of the condition and his or her intention to return to work.

Personal Leave

An employee may be granted a leave of absence for personal reasons at the discretion of the CEO. Accrued vacation or sick hours must be used.

Maternity Leave

An employee requiring maternity leave shall provide BCHC with reasonable notice of the expected date of leave. BCHC will not terminate a female employee because of pregnancy. BCHC will grant a request by a female employee for a reasonable pregnancy-related leave of absence. BCHC requires, disability as a result of pregnancy, be verified by medical certification that the employee is not able to perform employment duties.

Upon signifying an intent to return at the end of a pregnancy-related leave of absence, the employee will be reinstated to the employee's original job or to an equivalent position with equivalent pay and accumulated seniority as of the date leave began, retirement, fringe benefits, and other service credits unless, the employer's circumstances have so changed as to make it impossible or unreasonable to do so. Contact the Human Resource Department for questions related to your leave.

Please refer to your Summary Plan Description for information on group insurance benefits during your leave of absence.

Any employee on maternity leave does not accrue vacation time or sick hours and is not eligible for holiday pay.

Bereavement Leave

Bereavement leave is separate from sick and vacation leave. Benefit is available after 3 months (90 calendar days) of employment. Up to three days' paid leave to a maximum of 15 total days per year, may be granted to an employee following the death of a spouse, parent, grandparent, brother, sister, child, or spouse's parents. Multiple instances in a year may require proof. Abuse could result in disciplinary action up to and including termination. For deaths other than the immediate family, leave without pay may be approved by the CEO. Employees will not be paid funeral leave for days not scheduled for duty.

Civil/Jury Duty Leave

(1) BCHC is required to release employees for jury duty when summoned. Employees summoned to jury duty will be eligible for full pay for scheduled workdays missed, provided prior notification has been made to the CEO. Employees must choose whether to receive their regular pay and benefits or to use appropriate accrued paid leave while on approved jury duty or witness leave. They must notify their supervisor which option they choose when making the request for leave. No payment shall be made for hours served outside the employee's regular work schedule.

(2) An employee who chooses to receive his or her regular pay and benefits must forward all fees and allowances received as a result of the service to the agency's payroll clerk

within 3 days of receiving them.

(3) Any mileage allowance paid to the employee will be retained by the employee if the employee used his or her personal vehicle.

(4) A part-time employee will receive pro-rated compensation for those hours the employee is usually scheduled to work.

Holidays

All full-time and part-time employees who have been employed for 30 days will be eligible for the following paid holidays:

- New Year's Day
- Good Friday (1/2 day)
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day and the Friday following
- Christmas Day

Holiday pay is calculated based on an eight (8) hour day. If an employee works a ten (10) hour day, the employee is entitled to eight (8) hours of holiday pay and may elect to use two (2) hours of vacation. To be eligible for holiday pay, employees must work or be on approved vacation on the last scheduled work day before and the first scheduled work day following the holiday.

Employees will not receive holiday pay if the employee is on sick leave, leave without pay (LWOP) whether approved or disapproved, or is receiving disability under Worker's Compensation or BCHC benefit plan on the last scheduled workday before and the first scheduled work day following the holiday.

National holidays which fall on a Saturday or Sunday are celebrated on the national holiday, usually Monday. Payment for holidays will be made at the employee's regular rate of pay – prorated for part-time employees. If a holiday occurs during an employee's approved vacation period, the holiday is paid as a holiday rather than as a vacation day. Holidays will be paid automatically on the payroll check for the pay period in which the holiday occurs.

V. GROUP HEALTH AND RELATED BENEFITS

Health Insurance

New employees working more than 20 hours a week are eligible for health insurance which is prorated based on hours worked. The employee is responsible for the prorated

portion through payroll deduction. If an employee waives the insurance at any time during the year, they must wait until the enrollment period to reinstate or start the insurance, unless qualifying life event. New rates are also calculated at this enrollment period with board retaining discretion to determine annual amount of employee contribution to policy premiums.

Health Insurance enrollment period is November –December of each year for the Policy start date of January 1.

New insurance enrollees:

Coverage begins the first day of the month following the first two full pay periods following entry into employment.

Each pay period's insurance deduction will pay for the following month's insurance premium payment (prorated based on hours worked for that period).

Employee may elect to enroll eligible immediate family members as part of the group policy with financial responsibility for policy premiums being that of the employee.

Insurance deductibles are on a calendar year (Jan 1 to Dec 31).

Upon termination of employment Health Insurance coverage will end on the last day of the month of exit from employment and COBRA eligibility is available.

Employee Discount

As an added benefit, employees will received a discount on their medical and dental visits as follows:

- After 1 year of employment, the employee will receive a 5% discount on their visit.
- After 2 years of employment, a 10% discount;.
- After 3 years of employment, a 15% discount.
- After 4 years of employment, a 20% discount.
- After 5 years of employment, a 25% discount.
- 25% discount maximum.

Per board approval 06/26/2013

Retirement Plan

A retirement plan is available to all Regular Full-time, Regular Part-time and Full-time salaried employees.

The retirement plan is employer contributory. Employer contribution is 3% of the employee's annual wage which will begin January 1 in the year following the beginning of employment.

Payroll deductions the employee authorizes are made each pay period and paid directly

to the Plan Administrator.

Contributions to the plan are not reported as income on the employee's Federal income tax form. Neither Federal nor State income taxes are paid on contributions. FICA is deducted. Federal and State taxes are paid when contributions are withdrawn from the plan. Investment earnings on the contributions are also tax-deferred.

VI. EMPLOYEE STANDARDS OF CONDUCT

Individual Responsibility

Every employee, contractor, agent, consultant, volunteer, and other individual who acts on Bullhook Community Health Center's behalf ("Staff") is responsible for ensuring that his or her conduct is consistent with this Employee Handbook, with BCHC's policies and procedures, and with generally accepted standards of professionalism, courtesy, and respect.

Confidential Nature of Work

All BCHC records and information relating to BCHC or its patients are confidential and employees must, therefore, treat all matters accordingly. No BCHC information, including without limitation, documents, notes, files, records, including credit card information, oral information, computer files or similar materials, except in the ordinary course of performing duties on behalf of BCHC, may be removed from BCHC premises without permission from BCHC.

Additionally, the contents of BCHC's records or information otherwise obtained in regard to business may not be disclosed to anyone, except where required for a business purpose. Employees must not disclose any confidential information, purposefully or inadvertently through casual conversation, to any unauthorized person inside or outside BCHC. Employees who are unsure about the confidential nature of specific information must ask their supervisor for clarification. Employees will be subject to appropriate disciplinary action, up to and including discharge, for revealing information of a confidential nature.

All employees must be aware that BCHC retains legal ownership of the product of their work. No work product created while employed by BCHC can be claimed, construed, or presented as property of the individual, even after employment by BCHC has been terminated or the relevant project completed. This includes written and electronic documents, audio and video recordings, system code, and also any concepts, ideas, or other intellectual property developed for BCHC, regardless of whether the intellectual property is actually used by BCHC.

Although it is acceptable for an employee to display and/or discuss a portion or the whole of certain work product as an example in certain situations (e.g., on a resume),

one must bear in mind that information classified as confidential must remain so even after the end of employment, and that supplying certain other entities with certain types of information may constitute a conflict of interest and/or a breach of confidentiality. In any event, it must always be made clear that work product is the sole and exclusive property of BCHC. Freelancers and casual employees must be particularly careful in the course of any work they discuss doing, or actually do, for a competitor of BCHC.

Bullhook Community Health Center will provide you with the necessary equipment to do your job. None of this equipment should be used for personal use, nor removed from the physical confines of Bullhook Community Health Center - unless it is approved and your job specifically requires use of BCHC equipment outside the physical facility of Bullhook Community Health Center.

Computer equipment, including laptops, may not be used for personal use - this includes word processing and computing functions. It is forbidden to install any other programs on to a BCHC computer without the written permission of your supervisor. These forbidden programs include, but are not limited to, unlicensed software, pirated music, and pornography. The copying of programs installed on BCHC computers is not allowed unless you are specifically directed to do so in writing by your supervisor.

The telephone lines at Bullhook Community Health Center must remain open for business calls to service our customers. Please use good common sense when using business lines for personal calls; it is important to us that you are able to remain in contact with your family, but the use should be reasonable and should not interfere with your job performance.

Complaint or Grievance Procedures

Complaint Procedure:

It is the intent of Bullhook Community Health Center to be fair and reasonable with all employees at all times. However, problems may develop. Please discuss any problems or concerns with the proper people who are in a position to resolve or reply to the issue.

An employee having a question complaint or problem concerning anything at work should make every attempt to first discuss the concern with his/her immediate supervisor. Documentation will be made and signed by both the supervisor and employee. Concerns must be presented within a timely manner. It is difficult to deal with a problem that is weeks or months old.

After discussing the situation with the employee, the supervisor shall attempt to resolve the problem. Experience has shown that this communication is all that is needed to resolve most problems that occur. However, if the employee's concerns are not satisfactorily resolved at this level, the employee should address the problem with the next higher level of supervision. If the employee discusses the problem with the next

level of supervision without satisfaction, the employee may utilize the Grievance Policy procedure.

Grievance Procedure:

It is the policy of Bullhook Community Health Center to provide a fair and equitable review of any employee's grievance without fear of reprisal, discrimination or job security.

Definitions:

Eligible Employee: All employees except employees still on introductory probation.

General Grievance Procedure:

A difference or dispute between an employee and the Bullhook Community Health Center with respect to the meaning, interpretation or application of BCHC work rules and Policies or any complaint regarding:

1. Alleged poor working conditions.
2. The unjust application of discipline.
3. Unfair application of the operating procedures of the employing department.

During employment, the goal is for all grievances or complaints to be resolved through open conversations, solutions, and follow through. In rare circumstances, employees may feel their concerns are not being addressed, and choose to file a grievance letter with their supervisor within ten (10) working days. The letter should include details of the above three considerations.

If the grievance involves the employee's supervisor, the employee may file the grievance with the CEO. If the grievance involves the CEO, the employee may file the grievance with the Chairperson of the BCHC Board of Directors. The procedures outlined below shall be followed in all grievance related incidences.

Grievance Procedure Following Termination:

An employee who decides to initiate the grievance procedure shall send a written grievance by certified mail to the Chief Executive Officer within **ten (10) days of the date of discharge**. The written grievance must include the following:

1. Date of discharge
2. Reason for appeal
3. Include request for an in-person meeting if desired.

Current employees or following termination: should an in-person meeting be requested, such a meeting shall be scheduled preferably within seven (7) but not more than thirty (30) days following the date of the written grievance.

The employee must receive a written response to the employee's grievance within the thirty (30) days following the in-person meeting, or within thirty (30) days following the date of the written grievance if no in-person meeting is requested.

The written response to the grievance policy shall be made by the Chief Executive Officer of the Bullhook Community Health Center unless he/she determines that the written response shall be made by a committee of the Board of Directors of the Bullhook Community Health Center.

Dress Code

As an employee of Bullhook Community Health Center, we expect you to present a clean and professional appearance when you represent us, whether that is in, or outside of, the office. Management, medical providers, office staff, and any employees who come in contact with our patients and other persons on Bullhook Community Health Center property, are expected to dress in a professional manner.

It is just as essential that you act in a professional manner and extend the highest courtesy to co-workers, visitors, clients, patients, and vendors. A cheerful and positive attitude is essential to our commitment to extraordinary customer service and impeccable quality.

A manager, employee, or health care provider who fails to adhere to this code will be subject to discipline, as defined within this manual.

Unacceptable Attire

- Cutoffs
- T-shirts with offensive logos, markings, comments or graphics
- Athletic wear
- Blue denim jeans (except on Fridays)
- Spandex or Lycra, such as biker shorts
- Tank tops, tube tops, halter tops with spaghetti straps without a cover
- Underwear as outerwear
- Beach wear
- Midriff length tops
- Provocative attire
- Off-the-shoulder tops
- Evening wear
- Sweat shirts

- Soiled, dirty, holes or stained cloths
- No open toed shoes for medical and dental staff

Examples of Appropriate attire:

Company logo shirts
Uniforms for clinical staff
Dresses
Slacks
Business attire Capri pants
Sandals are acceptable for non-medical and dental staff.

Friday Jean Day: jeans are acceptable but none with holes or tears
T shirts and tops must adhere to acceptable attire

Please note that the above lists are not all-inclusive, but are rather meant to provide strong guidelines as to suggested attire. If any party has any question as to whether an article of clothing is appropriate, that party may bring the item to his or her manager's attention for approval.

Absenteeism and Tardiness

Bullhook Community Health Center expects all employees to assume diligent responsibility for their attendance and promptness. Recognizing that illnesses and injuries may occur, BCHC has established sick leave to compensate eligible employees for certain time lost for legitimate medical reasons, including time off to secure necessary treatment for a disability (consult the appropriate section of this handbook for information regarding these benefits.).

Employees unable to work because of illness must notify the supervisor on each day of the absence unless granted an authorized medical leave in which case different notification procedures may be necessary.

Any employee who fails to report to work for up to three consecutive work days and fails to notify his/her supervisor in advance of the reason for the failure to report to work, will be considered to have resigned his or her position with BCHC.

Absenteeism or tardiness that is unexcused or excessive in the judgment of BCHC is grounds for disciplinary action, up to and including employment termination.

Disciplinary Guidelines

Definitions:

Staff – includes BCHC employees, contractors, agents, consultants, volunteers, and others who act on BCHC's behalf.

Bullhook Community Health Center policies include guidance regarding disciplinary action for corporate officers or employees for failing to comply with Bullhook Community Health Center standards, policies and procedures. Disciplinary action range from verbal warning, written warning, suspension or termination, as appropriate. Personnel are advised by Bullhook Community Health Center policies that disciplinary action will be taken on a fair and equitable basis. Supervisors are aware that they have a responsibility to discipline employees in an appropriate and consistent manner.

Bullhook Community Health Center publishes the range of disciplinary standards for improper conduct and educates all Bullhook Community Health Center employees regarding these standards. The consequences of noncompliance are consistently applied and enforced, in order for the disciplinary policy to have the required deterrent effect.

Disciplinary Actions

The supervisor of the Staff being disciplined shall determine the type of disciplinary action to be taken. In determining what discipline is appropriate, the Staff member's supervisor will consider whether the individual voluntarily reported the issue and fully cooperated in any investigation and review and other mitigating or aggravating circumstances. The Staff member's supervisor may confer with the HR Director, the CEO, other members of senior management, and/or qualified legal counsel to determine what disciplinary action should be taken. BCHC shall endeavor to apply consistently BCHC standards for imposition of disciplinary action set forth in this Policy and Procedure.

In order of increasing severity, disciplinary actions that may be taken include, but are not limited to:

- **Verbal Warning**
Where appropriate, Staff whose performance or conduct is unacceptable will be warned by their supervisor, or another member of BCHC's senior management. A notice of the warning will be placed in the Staff member's personnel file but will generally be removed after 12 months if the misconduct does not recur or the performance deficiencies are corrected.
- **Written Warning**
In some circumstances, a written reprimand that describes a Staff member's unacceptable conduct or performance and specific, necessary improvements, will be given to a Staff member. A copy of the warning will be retained in the Staff member's personnel file.

- **Suspension**

In those cases where a Staff member's conduct poses an immediate threat to BCHC's operations, property, patients and staff, the CEO or another member of BCHC's senior management may impose an immediate suspension with or without pay. In such cases, the suspension will be confirmed in writing. The written notification of suspension will include the effective date and time of suspension and the reason the action was taken.

- **Termination**

Offenses that warrant such termination include:

- Any violation of the Standard of Conduct, the Employee Handbook, or any other BCHC policy and procedure
- Committing intentional violations of local, state and Federal laws or regulations governing coding and billing procedures and practices at BCHC
- Taking retaliatory actions against Staff for reporting a compliance question, issue or matter to the Compliance Officer
- Presenting false or misleading information or data during the course of an audit or investigation conducted by Compliance officer or by a government agency

Misconduct

Employees will demonstrate professionalism in their conduct, dress, and communication with management, colleagues, patients, and others who visit Bullhook Community Health Center. Conduct that is unprofessional (defined, below) will subject an employee to discipline, up to and including termination.

The following is meant to provide a guideline for employees; it is not meant to be a comprehensive list. A manager may determine that conduct not defined herein qualifies as misconduct, and an employee may be disciplined, up to and including termination.

Violence - violence of any kind, including the use of or the threat of the use of force, will not be tolerated; this includes both verbal and physical conduct;

Other Criminal Conduct - this includes misappropriation of information available to an employee through his or her employment with Bullhook Community Health Center; any felony (specifically fraud, theft, or violent felonies);

Insubordination - this includes refusing to follow a legal, reasonable request made by a manager, within an employee's job description; using disrespectful language when speaking to or about a manager; refusing to respond to a manager's inquiry; a non-manager issuing an order to a superior employee; failure to use respectful language and/or demeanor when communicating with a superior; failure

to inform managers of any information relevant to an employee's ability or inability to perform;

Failure to Adhere to Job Objectives - this includes failure to complete mandated tasks; failure to arrive at work promptly (unless a manager has been timely notified); failure to notify a manager that an employee is unable to complete a task due to a conflict; inability to perform job objectives due to intoxication, lack of preparation, or another inexcusable circumstance (this does not include any physical inability to perform a job objective due to a recognized disability);

Inappropriate Communication - this includes a non-manager issuing an order to another employee (in a lateral or superior position); yelling or raising one's voice to any other person; using unprofessional verbal or nonverbal language or conduct when communicating with any person while on Bullhook Community Health Center property and engaged in Bullhook Community Health Center business; refusing to respond to questions put forth by a manager; refusing to respond to patients' questions or concerns (where reasonable and within an employee's job objective); generating or repeating false statements of fact about other persons (staff, managers, patients, or other persons visiting Bullhook Community Health Center); repeating confidential information (patient information as well as information a manager prohibits an employee from repeating); refusing to use respectful language when communicating with any persons while working for Bullhook Community Health Center (including colleagues, managers, patients, vendors, and others visiting Bullhook Community Health Center); failure to inform managers of any information relevant to an employee's ability or inability to perform;

Non-compliance - this includes refusing to participate in programs mandated by the federal or state governments or Bullhook Community Health Center;

Misrepresentation - this includes making false statements of fact to Bullhook Community Health Center regarding an employee's education, experience or other relevant information;

Unprofessional Conduct - this includes all categories defined above, as well as inappropriate attire (as defined in the "Dress Code" section of this manual); or any conduct that reflects poorly on the employee and/or Bullhook Community Health Center;

Reporting Misconduct - every employee is required to report another employee's misconduct to their supervisor, unless the supervisor was present when misconduct occurred.

Smoking

To promote the health, welfare, and safety of patients, visitors, employees, medical staff

and volunteers, smoking on the Bullhook Community Health Center premises is prohibited. Smoking is prohibited in vehicles by employees of Bullhook Community Health Center.

Safety and Health

It is Bullhook Community Health Center's belief that our people are our most important asset and that the preservation of employee Safety and Health must remain a constant consideration in every phase of our business. Safety begins at the top and goes downward throughout BCHC. Our goal is to have an injury free work place. It is the intent of BCHC to provide a work environment as free of hazards as possible.

BCHC's policy is aimed at minimizing the exposure of our employees, and visitors to our facilities to health or safety risks. To accomplish this objective, all employees are expected to work diligently to maintain safe and healthy working conditions and to adhere to proper business and technical practices and procedures designed to prevent injuries and illnesses.

The responsibilities of all employees in this regard include:

1. Exercising maximum care and good judgment at all times to prevent accidents and injuries;
2. Reporting to Safety Officer and seeking first aid for all injuries, regardless of how minor and completing an Incident Report;
3. Reporting unsafe conditions, equipment, or practices to Safety Officer ;
4. Using safety equipment provided by BCHC at all times;
5. Observing conscientiously all safety rules and regulations at all times; and
6. Notifying the Safety Officer before the beginning of the workday of any medications they are taking that may cause drowsiness or other side effects that could lead to injury to them or their coworkers.

Reporting Accident or Injury

Maintaining a safe work environment requires the continuous cooperation of all employees. BCHC strongly encourages employees to communicate with fellow employees and their supervisor regarding safety issues.

All employees are covered by Workers' Compensation Insurance that provides coverage and protection in accordance with the workers' compensation law. Any work-related accident which occurs on the job, **no matter how minor**, must be reported immediately to your supervisor. The supervisor and employee will complete a First Report of Injury as soon as possible, and no later than 24 hours from the time of injury, even if there are no apparent injuries at the time. Employee Incident Report forms are available from a manager/supervisor or the Human Resource Department. Failure to report accidents is a serious matter as it may preclude an employee's coverage under Workers' Compensation Insurance.

Employees suffering a loss time injury on the job must have written authorization from

his/her physician stating that he/she is able to perform the normal duties of the position, with or without reasonable accommodation, before returning to work.

Time off for days not worked, or resulting in partial days or an intermittent work schedule will be covered under the terms of The Family Medical Leave Act. See FMLA policy on page 20 for more information on intermittent leave and concurrent leave for time off, job protected leave and benefit continuation provisions.

Workplace Violence

Bullhook Community Health Center is concerned about the increased violence in society which has filtered into many workplaces and has taken steps to help prevent incidents of violence from occurring at BCHC. In this connection, it is the policy of BCHC to expressly prohibit any acts or threats of violence by any employee or former employee against any other employee in or about the facilities or elsewhere at any time. BCHC will not condone any acts or threats of violence against employees or visitors on the premises at any time or while they are engaged in business with or on behalf of BCHC on or off the premises.

In keeping with the spirit and intent of this policy and to ensure BCHC objectives in this regard are attained, Bullhook Community Health Center is committed to the following:

1. To provide a safe and healthy work environment.
2. To take prompt remedial action up to and including discipline up to and including employment termination against any employee who engages in any threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gesture.
3. To take appropriate action when dealing with visitors to the facilities who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.
4. To prohibit employees, former employees, and visitors from bringing unauthorized firearms or other weapons onto premises.
5. To establish viable security measures to ensure that BCHC facilities are safe and secure to the maximum extent possible and to properly handle access to BCHC facilities by the public, off-duty employees, and former employees.

In furtherance of this policy, employees have a “duty to warn” the CEO of any suspicious workplace activity or situations or incidents that they observe or that they are aware of that involve other employees, former employees, or visitors and that appear problematic. This includes threats or acts of violence, aggressive behavior, offensive acts, threatening or offensive comments or remarks, and the like. Employee reports made pursuant to this policy will be held in confidence to the maximum possible extent. BCHC will not condone any form of retaliation against any employee for making a report under this policy.

Drug Free Workplace

As a recipient of Federal grant funds, Bullhook Community Health Center, Inc. agrees to comply with the requirements of the Drug Free Workplace Act of 1988. Those requirements are:

No person shall receive a grant from any Federal agency unless such person agrees to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a drug-free awareness program to inform employees about
 - The dangers of drug abuse in the workplace;
 - Bullhook Community Health Center, Inc.'s policy of maintaining a drug-free workplace;
 - Any available drug counseling, rehabilitation, and employee assistance programs; and
 - The penalties that may be imposed upon employees for drug abuse violations;
 - Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required in Paragraph 1;
 - Notifying the employee in the statement required by Paragraph 1 that as a condition of employment in such grant, the employee will
 - Abide by the terms of the statement; and
 - Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
 - Notifying the granting agency within 10 days after receiving notice of a conviction from an employee or otherwise receiving actual notice of such conviction;
 - Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted; and
 - Making a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

3. Alcohol and drug abuse by staff members increase the danger to patients and staff of this facility. Employees under the influence of alcohol or drugs have more accidents, make more mistakes, and are less productive.

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, illegal drug or alcohol is prohibited in Bullhook Community Health Center, Inc. workplace. Violations of this prohibition by any employee are grounds for stern disciplinary measures, up to and including, immediate dismissal.

An employee suspected of working under the influence of alcohol, illegal drugs or nonprescribed controlled drugs will be immediately examined by a Bullhook Community Health Center, Inc. provider. If the provider finds evidence of alcohol, illegal drugs, or nonprescribed controlled drugs, the employee will be asked to provide appropriate samples (blood or urine) for testing. Refusal to provide such samples will be grounds for immediate dismissal.

The drug test will be paid for by Bullhook Community Health Center, Inc. Receipt of a positive result will be grounds for stern discipline, up to and including, immediate dismissal. In the case of a urine sample, a split sample will be collected. Both samples will be sent to the testing laboratory, but only one will be tested. If an employee wishes to appeal a positive result, the second sample will be tested. If the second test result is positive, the employee will be required to pay for the test. If the second test is negative, Bullhook Community Health Center, Inc. will pay for the test.

Results of medical examination for drug/alcohol abuse or documentation of drug/alcohol testing or results will be kept in a secure file separate from the employee's medical or personnel record. Other than the conditions cited below, all information, interviews, reports, statements, memoranda, or test results received by an employer through a qualified testing program are confidential communications and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceeding. Information is releasable only as required by law to be reported to a state or federal licensing authority; information required in an inquiry relating to a workplace accident involving death, physical injury, or property damage in excess of \$1,500 when there is reason to believe that the tested employee may have caused or contributed to the accident; or information required in a legal action arising from the employer's implementation of this policy.

Employees who have alcohol or drug abuse concerns are encouraged to see a provider for evaluation and referral to appropriate drug counseling and/or rehabilitation programs. These programs will be at the employee's expense.

EMPLOYEE STATEMENT:

As an employee of Bullhook Community Health Center, Inc., I agree to:

1. Abide by the terms of this statement; and
2. Notify my employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

Conflict of Interest

A conflict of interest arises whenever the Interest of a person competes with or has the potential to compete with the best interests of BCHC. A conflict is presumed to exist if a person with an Interest is in a position to control or influence the transaction or arrangement in which he or she has such interest. A person has an "Interest" if he or she has, directly, or indirectly through a family member or business partner a business relationship, a financial relationship, a fiduciary relationship, or a personal relationship with an individual who has a business, financial or fiduciary relationship with BCHC.

Every employee must disclose to her/his supervisor any personal business situation or transaction which is, or may be, in conflict with the interest or purpose of BCHC. This includes any instance where an employee of BCHC or the employee's immediate family could benefit financially from any business situation or transaction involving the agency.

A. **Full disclosure:**

In cases where an employee's personal outside business interests or transactions may constitute a conflict of interest, the employee must report this to her/his supervisor in writing. The supervisor then collects sufficient information concerning the employee's business interest or transactions in order to determine if further action is warranted. The supervisor submits this information to the CEO for review. The CEO reviews the information and with the advice of legal counsel, makes a formal, written recommendation to the governing board describing the disposition of the case. It is the duty of the employee to notify the supervisor as circumstances change within the agency or in the employee's personal situation such that a potential conflict of interest arises. Failure to fully disclose transactions which may be a conflict of interest is grounds for disciplinary action.

B. **Full Attention:**

During working hours when an employee is employed at BCHC, it is expected that BCHC business will receive the full attention of its employees.

C. **Affirmative Disclosure Requirements**

It is the policy of BCHC that Interests shall be fully disclosed by any individual regardless of whether a conflict of interest is determined to exist.

Annual Disclosures: BCHC requires that all Staff, as well as Board members and candidates for Board membership, disclose in writing (and update at least annually), all Interest described which may create an actual

or potential conflict of interest, and where applicable, provide a statement suggesting how such conflict could be avoided or mitigated.

In order to facilitate such full disclosure, BCHC requires Staff to annually complete the Disclosure Form attached as Exhibit A. Completion of a Disclosure Form does not relieve individuals of the obligation to comply with this Employee Handbook with regard to disclosure of Interests that may occur after the filing of the Disclosure Form.

Additional Interests: BCHC requires all Staff, Board members and candidates for Board membership to disclose additional Interests that arise after the filing of the Disclosure Form.

- Members of and candidates for membership on the Board of Directors shall make disclosures to the Chair of the Board of Directors. If the Chair has such an Interest, he or she must make disclosure to the Vice Chair, respectively, who will, in turn, be responsible for advising the Board.
- The CEO shall make disclosures to the Chair of the Board who will, in turn, be responsible for advising the Board of such disclosure.
- Staff shall make disclosures in writing to CEO.

D. Procedures for Addressing the Conflict of Interest

- **Procurement:** If the conflict involves BCHC procurement, the process shall be conducted in accordance with BCHC's Procurement Policy.
- **Alternative Arrangements:** In other instances, the Board shall, as it may deem appropriate, appoint the CEO to investigate alternatives to the proposed transaction or arrangement and make recommendations. After exercising due diligence, the Board or CEO, as applicable, shall determine whether BCHC can obtain an equivalent transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.
- **BCHC's Best Interests:** If a transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board or CEO, as applicable, shall determine (if Board, then by majority vote of the disinterested Board members) whether, notwithstanding the conflict of interest, the transaction or arrangement is in BCHC's best interest, for its own benefit and whether the transaction is fair and reasonable to BCHC such that it would constitute an "arms-length" transaction (and be consistent with 45 C.F.R. Part 74 standards).

F. Violations of the Standards of Managing Conflicts of Interest

If the Board or CEO has reasonable cause to believe that a person has failed to disclose an Interest, the person shall be informed of the basis for such belief and

afforded an opportunity to explain the alleged failure to disclose.

If, after hearing the response of the individual who failed to disclose an interest, and making such further investigation as may be warranted in the circumstances, the Board or CEO determines that the individual has in fact failed to disclose an Interest, appropriate corrective and/or disciplinary action shall be taken, including removal of the individual from the selection, negotiation or administration of any contracts or grants.

G. Records of Proceedings

The minutes of the Board and all committees with Board delegated powers and those records as determined by the CEO shall contain:

- **Conflicts of Interest:** The names of the person who disclosed or otherwise were found to have an Interest in connection with an actual or potential conflict of interest and the nature of the Interest; any action taken to determine whether a conflict of interest was present; and the Board or CEO's decision as to whether a conflict of interest in fact existed.
- **Management of Conflicts:** For transactions where a conflict of interest has been disclosed or otherwise found to exist, the names of the person who were present for discussions and votes relating to the transaction or arrangement, and the names of the persons who recused themselves; the content of the discussion, including any alternatives to the proposed transaction or arrangement or BCHC's best interest; and a record of any votes taken in connection therewith.

Training and Travel Time

Tuition and registration fees may be paid in advance by the employee or by Bullhook Community Health Center, Inc. if adequate time is allowed for processing.

Transportation: The method of travel shall be the most economical in terms of direct cost to Bullhook Community Health Center, Inc. and the employee's time away from the office. When more than one employee of Bullhook Community Health Center, Inc. is traveling to the same destination on the same date, every effort should be made to coordinate sharing of transportation. If using a personal automobile is the most cost effective and reasonable means of transportation, the employee will be reimbursed at the current Federal rate.

Meals: Meals and related expenses will be reimbursed at the current state rate for in-state travel, federal rate four out of state travel. Meals included in the registration fee may not be claimed separately. Meals will not be paid if the trip does not include an overnight stay.

Lodging: Lodging expenses will be based upon the actual reasonable expense for a single room rate. Bullhook Community Health Center, Inc. will only pay lodging expenses

incurred by the employee, not by any family members or guests. Expenses such as pay television channels, health club memberships, will not be reimbursed. A receipt is required for reimbursement.

Other Expenses

These types of expenses may be reimbursed:

- Baggage handling
- Taxi Cabs
- Airport Limousine
- Business Related telephone calls

These types of expenses may not be reimbursed:

- Personal phone calls
- Gasoline/oil/auto repair costs
- Alcohol of any type
- Other non-business related purchases.

Personnel Information and Privacy

Personnel files are maintained for each employee. Personnel files are the property of the Bullhook Community Health Center and may not leave BCHC premises. Please make an appointment with **your Supervisor**, in advance, if you wish to view your personnel file. Personnel files are to be reviewed in the Human Resource Department. Personnel files may not be taken outside of the department.

Personnel files are maintained by the Human Resources Director or BCHC designee and are considered confidential. Managers and supervisors other than the Human Resources Director may only have access to personnel file information on a need-to-know basis. A manager or supervisor considering the hire of a former employee or transfer of a current employee may be granted access to the file.

All employees must be aware that BCHC retains legal ownership of the product of their work. No work product created while employed by BCHC can be claimed, construed, or presented as property of the individual, even after employment by BCHC has been terminated or the relevant project completed. This includes written and electronic documents, audio and video recordings, system code, and also any concepts, ideas, or other intellectual property developed for BCHC, regardless of whether the intellectual property is actually used by BCHC.

For accurate administration of your wages and benefits, and for compliance with federal and state regulations, it is necessary that current and accurate personnel records be maintained for each employee. This information is also necessary in the event you must be reached in an emergency or for available work. If there are changes, or if you observe

or are aware of any errors in your personnel records, please notify your Supervisor immediately. Falsification of any personal information is cause for disciplinary action, up to and including discharge.

Separate files are maintained for employee medical-related information and work-related injuries. Access to these files is limited to authorized personnel on a “need to know” basis.

VII. OTHER

Fees and Dues for Professional Memberships

Bullhook Community Health Center recognizes that professional memberships can provide mutual benefits to both BCHC and the employee. Payments of fees or dues are based on the provider contracts or CEO's approval.

Gifts

No BCHC staff may solicit or accept gifts, gratuities, favors or anything of value from any current or potential party to a sub-agreement with BCHC. Every member of BCHC's staff will decline or return any gift and notify the CEO of such gift. BCHC will immediately dismiss any staff found to have offered or accepted a bribe to secure funding or other benefits from BCHC.

A “gift” means anything of value, except for promotional materials of little or nominal value such as pens, calendars, mugs and other items intended for wide distribution and not easily resold. Gifts include (but are not limited to): personal gifts, such as sporting goods, household furnishings and liquor; social entertainment or tickets to sporting events; personal loans or privileges to obtain discounted merchandise, and the like.

Employee Valuables

The Center will not be held responsible for the security of cash, personal property, or other valuables brought into the Center.

Computer and Internet Code of Conduct

BCHC's computer and information network is a continually growing and changing resource that supports several users and systems. These resources are vital for the fulfillment of the business needs of the organization. In order to ensure a reasonable and dependable level of service, it is essential that each employee exercise responsible and ethical behavior when using these resources.

Bullhook Community Health Center encourages the use of the Internet and email because they make communication more efficient and effective. However, Internet service and email are BCHC property, and they are to be used only to facilitate BCHC

business. All employees should have no expectation of privacy. Every employee has a responsibility to maintain and enhance BCHC's public image and to use BCHC email or the Internet access in a productive manner. BCHC has established the following guidelines for using email and the Internet. Any unauthorized or improper use of email or the Internet is not acceptable and may result in disciplinary action, counseling and/or termination of employment.

- Employees are strictly prohibited from sending or receiving medical information via the internet or email. If an employee receives medical information through either of these channels, they are to report it to the HIPAA officer immediately.
- BCHC email and Internet access may not be used for transmitting, retrieving or storing any communications of a discriminatory or harassing nature or materials that are obscene or pornographic. Harassment of any kind is prohibited. No messages with derogatory or inflammatory remarks about an individual's race, creed, religion, color, national origin, sexual orientation, gender identity or expression, genetic information, disability or veteran status, may be transmitted or forwarded using the BCHC system. No abusive, profane or offensive language may be transmitted through BCHC's email or Internet system. BCHC's harassment policy applies in full to email and Internet use.
- BCHC email and Internet system also may not be used for any other purpose that is illegal, against BCHC policy or contrary to BCHC's best interest.
- Solicitation of non-BCHC business or any use of BCHC email or Internet system for personal gain is prohibited.

Federal and State False Claims Act

The Federal False Claims Act ("FCA") (31 U.S.C. 3729-3733), as amended by the Fraud Enforcement and Recovery Act, is a set of Federal statutes that forbid knowingly:

- Presenting or causing the presentation of, a false claim for reimbursement by a Federal health care program, including Medicare or Medicaid;
- Making, using or causing to be made or used, a false record or statement material to a false or fraudulent claim;
- Repaying less than what is owed to the Government
- Making, using or causing to be made or used, a false record or statement material to reducing or avoiding repayment to the Government; and/or
- Conspiring to defraud the Federal Government through one of the actions listed above.

The FCA extends to those who have actual knowledge of the falsity of the information as well as those who act in deliberate ignorance or in reckless disregard of such falsity.

Examples of a false claim include, but are not limited to:

- Submitting a claim for a service that was not rendered or documented;
- Upcoding (assigning a service code that results in charging a higher reimbursement amount than appropriate) or under/down coding (assigning a service code that results in charging a lower reimbursement than appropriate);
- Billing under the wrong provider number;
- Billing multiple payors for the same service;
- Making a false record or statement to cause a claim to be paid or approved; or to conceal, avoid or decrease an obligation to pay or transmit money or property to the Government; and/or
- Claims related to services provided in violation of other applicable laws (e.g., Anti-Kickback Statute or “Stark” physician self-referral laws).

Federal penalties include fines from \$5,500 to \$11,000 per false claim, payment of treble damages (i.e., three times the amount of damages sustained by the Government due to the violation), and exclusion from participation in Federal health care programs such as Medicare or Medicaid.

Another Federal statute, the Civil Monetary Penalties Law (42 U.S.C. 1320a-7a), enables DHHS to assess administrative remedies for false and fraudulent conduct related to Federal health care programs or beneficiaries of the programs. Examples of such conduct include submission of a claim for services that the person knows or should know is for an item or service that was not provided as claimed or is false or fraudulent, or submission of a claim for services by someone who had been excluded from a Federal health care program. The Secretary of DHHS has delegated much of this administrative power to the Office of Inspector General (“OIG”). Although the amount of and nature of the penalty depends on the type of the violation, the OIG can impose up to \$10,000 for fraudulent claims and three times the amount improperly claimed. The OIG can also seek to have the provider excluded from participation in Federal health care programs, such as Medicaid or Medicare programs.

The FCA includes a whistleblower protection provision, which allows someone with actual knowledge of alleged FCA violations (also known as a “relator”) to file suit on the Federal Government’s behalf, also known as a qui tam action. After the whistleblower/relator files suit, the case is kept confidential while the Government conducts an investigation to determine whether it has merit. The Government may decide to take over the case, but, if it declines to do so, the whistleblower still may pursue the suit. A whistleblower who prevails may qualify for 15 to 30 percent of the amount recovered on the Government’s behalf, as well as attorney’s fees and costs.

The FCA prohibits employers from retaliating against employees, contractors or agents

who file or participate in the prosecution of a whistleblower suit. Employees, contractors or agents who are discharged, demoted, suspended, threatened, harassed or in any way discriminated against in the terms and conditions of employment by their employer for “blowing the whistle” are entitled to recover all relief necessary to make the employee, contractor or agent whole. Damages available to the employee, contractor or agent who proves retaliation include: reinstatement with the same seniority status, two times back pay, interest on the back pay, compensation for special damages (i.e., emotional distress), and litigation costs and attorney’s fees.

Employer Information and Property

The protection of BCHC’s business information, property and all other BCHC assets are vital to the interests and success of BCHC. No BCHC information or property, including without limitation, documents, files, records, computer files, equipment, office supplies or similar materials (except in the ordinary course of performing duties on behalf of BCHC) may, therefore, be removed from BCHC premises. Violation of this policy is a serious offense and will result in appropriate disciplinary action, up to and including discharge.

Meetings held on BCHC premises must be for the purpose of conducting BCHC business. Meetings for other purposes are strictly forbidden.

In addition, when an employee leaves BCHC, the employee must return to BCHC all BCHC related information and property that the employee has in his/her possession, including without limitation, documents, files, records, manuals, information stored on a personal computer or on a computer disc, supplies, and equipment or office supplies.

Inspections and Searches

BCHC is concerned with preventing theft of BCHC property, with controlling workplace substance abuse, and with promoting the safety of its employees and others on the premises. BCHC may search employee’s work area including desks, file cabinets, closets, computer files, BCHC phone records or any other BCHC owned equipment or property.

Employees are encouraged not to bring any item of personal property into the workplace that they do not want revealed to the organization. Under some circumstances, BCHC may also search employee belongings, such as briefcases, purses, backpacks, toolboxes, computer cases, lunch boxes, and like items brought onto the BCHC’s premises from time to time and without prior announcement, inspections or searches may be made of anyone entering, leaving, or on the premises or property of BCHC.

Resignation

BCHC requests that non-exempt employees give two (2) weeks and exempt and

professional employees give thirty (30) days written notice of intention to leave their job BCHC reserves the right to provide an employee with two weeks' pay in lieu of notice in situations where job or business needs warrant such action. If an employee provides more notice than requested, BCHC will evaluate whether the additional notice is necessary for effective business operations and will notify the employee of the final date of employment based on those needs.

When an employee voluntarily resigns his/her position with BCHC, the employee's supervisor or the Human Resources Department may schedule an exit interview on or close to the employee's final day of employment to discuss the reasons for leaving and general resignation procedures. At or before the exit interview, the employee must return all BCHC property in his/her possession, including but not limited to: BCHC identification badges; keys; tools; uniforms; books or manuals; computer or office equipment; parking passes; or BCHC credit cards. At the exit interview, the employee should provide an address for sending future benefit and tax information.

Use of Social Media

Use of the social media during work hours, whether using BCHC computers or otherwise, for purposes other than directly related to business matters is not allowed, and violations will be subject to discipline up to and including termination of employment depending the severity and frequency of the violation(s).

Lawful use of the social media during nonworking hours is protected under Montana law. However, use of the social media during nonworking hours in a manner which is not lawful may give rise to discipline up to and including termination of employment.

Unlawful use of social media includes, but is not necessarily limited to using social media to:

- harass co-employees or customers of BCHC;
- disclose BCHC proprietary information, including the name or sensitive facts relating to BCHC customers; or
- threaten or intimidate co-employees or customers of the BCHC

Remember, what is posted by you on social media can and is often misconstrued and is permanent. Think before posting matters using social media.

EXHIBIT A

DISCLOSURE CONCERNING FINANCIAL OR OTHER INTERESTS THAT CREATE A POTENTIAL OR ACTUAL CONFLICT OF INTEREST

STATEMENT OF PURPOSE:

As a Board member, employee, contractor, agent, consultant or volunteer of Bullhook Community Health Center, Inc., I understand that I owe certain duties to BCHC including, but not limited to, a duty of loyalty to BCHC. I understand that one aspect of fulfilling my duties to BCHC is to avoid actual or potential conflicts of interest where my allegiance might be divided, or appear to be divided, between a position of responsibility to BCHC, and another professional, personal, business or volunteer position or responsibility.

To help avoid actual or potential conflicts of interest, I am disclosing other responsibilities and affiliations that may create or appear to create a conflict with regard to my duties to BCHC. I invite any further inquiry by BCHC that it deems appropriate.

AGREEMENT AND DISCLOSURE:

I have read BCHC's Employee Handbook and agree to comply with its terms regarding conflicts of interest. I understand the definition of Interests in Section VI Employee Conduct/Conflict of Interest of this Employee Handbook and agree to supplement this Disclosure Form in the event of additional Interests that arise.

1. Disclosure of business relationships (e.g., an actual or forthcoming compensation arrangement either by contract or employment) with: 1) Bullhook Community Health Center; 2) an entity with which BCHC has entered (or is negotiating to enter) a transaction or arrangement; or 3) an entity that is a competitor or potential competitor of BCHC.
2. Disclosure of financial relationships (e.g., a controlling ownership, investment interest, employment relationship or other relationship that a reasonable person would deem to be significant) with: 1) an entity with which BCHC has entered (or is negotiating to enter) a transaction or arrangement; or 2) an entity that is a competitor or potential competitor of BCHC.
3. Disclosure of fiduciary relationships (e.g., Board member or trustee) with: 1) an entity with which BCHC has entered (or is negotiating to enter) a transaction or arrangement; 2) an entity that is a competitor or potential competitor of BCHC.
4. Disclosure of personal relationships with an individual who has a business, financial or fiduciary relationship.
5. Suggested means of mitigating any of the situations identified in items 1 through 5 above.

6. I know of no professional, business or volunteer position or responsibility, including vendor situations, that might give rise to an actual or apparent conflict of interest or otherwise impair my ability to make decisions in the best interests of Bullhook Community Health Center, Inc. (check here):

Signature

Date

Position with Bullhook Community Health Center