

EMPLOYEE HANDBOOK

For Employees of:

PACT MSO, LLC.



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INTRODUCTION STATEMENT

Welcome to Physicians Alliance of CT, (PACT) LLC. We hope that you will enjoy your experience with us and that your skills and training will make a significant contribution to our company and the welfare of our patients.

This handbook is designed to acquaint you with PACT, LLC and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of this handbook. It describes many of your responsibilities as an employee and outlines the programs developed by PACT, LLC to benefit employees.

No handbook can anticipate every circumstance or question about policy. This handbook is not an employment contract and is not intended to create contractual obligations of any kind, either with respect to the employment relationship itself or to any policies or benefits described herein. Where there are differences between the provisions of this handbook and more specific statements contained in PACT, LLC's policies or plans (such as insurance policies), those statements shall control. The employment relationship between PACT, LLC and each of its employees is employment at will. Under this relationship, neither the employee nor the Company is bound to continue the employment relationship if either chooses, at its will, to end the relationship at any time, for any reason, with or without notice.

As the Company continues to grow, in order to retain necessary flexibility in the administration of policies and procedures, the need may arise to change policies described in this handbook. PACT, LLC therefore reserves the right to change, revise, or eliminate any of the policies and/or benefits described in this handbook in its sole and absolute discretion.

This handbook supersedes all previous written or oral communications regarding employment policies or procedures. In addition, any future oral representations or agreements that modify or contradict the terms of this handbook in any way shall be invalid and unenforceable. The only recognized deviations from the policies and procedures stated in the handbook are those authorized in writing by our CEO's or his or hers designee. There are some individuals that have written contracts of employment with PACT. If there is a discrepancy between the handbook and the written contract, the contract shall prevail. Only the handbook provisions that are in conflict with the contract shall be invalid. All other sections of the handbook remain in force.

Section I. EMPLOYMENT

101 Nature of Employment

Effective Date: 4/1/2014

Employment with PACT is entered into voluntarily and both you and PACT are free to end the employment relationship at any time, for any reason, with or without cause or advance notice so long as there is no violation of applicable federal or state law.

Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between PACT and any of its employees. The provisions of the handbook have been developed at the discretion of management and, except for its policy of employment-at-will, may be amended or cancelled at any time, at PACT's sole discretion.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the chief executive officer of PACT.

102 Employee Relations

Effective Date: 4/1/2014

PACT believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisors.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that PACT amply demonstrates their commitment to employees by responding effectively to employee concerns.

103 Equal Employment Opportunity

Effective Date: 3/1/14

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at PACT will be based on merit, qualifications, and abilities. PACT does not discriminate against any person because of race, color, creed, religion, sex, national origin, disability, age or any other characteristic protected by law (referred to as "protected status"). This nondiscrimination policy extends to all terms, conditions and privileges of employment as well as the use of all PACT's facilities, participation in all PACT's sponsored activities, and all employment actions such as promotions, compensation, benefits and termination of employment.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

104 Business Ethics and Conduct

Effective Date: 4/1/2014

The successful business operation and reputation of PACT is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of PACT is dependent upon our patients' trust and we are dedicated to preserving that trust. Employees owe a duty to PACT and its patients to act in a way that will merit the continued trust and confidence of the public.

PACT will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor for advice and consultation.

It is impossible in a general policy statement of this sort to define all the various circumstances and relationships that would be considered "unethical". The list below suggests some types of activity that could reflect in a negative way on the employee's personal integrity or that would limit his/her ability to discharge job duties and responsibilities in an ethical manner:

1. Simultaneous employment by another if the other is a competitor to PACT.
2. Secretly carrying on PACT business with an organization in which the employee, or a close relative of the employee, has a substantial ownership or interest.
3. Secretly holding a substantial interest in, or participating in the management of, a business to which PACT provides services or from which it makes purchases.
4. Borrowing money from individuals or businesses, other than recognized loan institutions, from which PACT buys services, materials, equipment, or supplies.
5. Accepting gifts or entertainment from an outside organization or agency.
6. Speculating or dealing in materials, equipment, supplies, services, or property purchased by

PACT.

7. Participating in civic or professional organization activities in a manner whereby confidential PACT information is divulged.
8. Misusing privileged information or revealing confidential data to others.
9. Using one's position in PACT or knowledge of its affairs for outside personal gain.
10. Engaging in practices or procedures that violate Antitrust Laws or other laws regulating the conduct of PACT business.

Compliance with this policy of business ethics and conduct is the responsibility of every PACT's employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

105 Hiring of Relatives

Effective Date: 4/1/2014

Updated: 2/1/2017

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships.

For purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

PACT does not allow employment of relatives in the same department. Additionally, relatives of any kind and those involved in romantic relationships may not directly or indirectly report into one another. A relative may be employed by PACT when the related employees do not have any type of direct reporting structure or any direct or indirect influence regarding pay increase, bonus, and performance reviews. Any relatives hired before 1/1/17 are grandfathered in.

Any deviation from this policy has to be approved by the Practice Owner of the division and Board of Directors.

106 Immigration Law Compliance

Effective Date: 4/1/2014

Updated: 2/1/2017

PACT is committed to employing only United States citizens and aliens who are authorized to work in the United States and do not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired

may also be required to complete the form.

Employees with questions or seeking more information on immigration law issues are encouraged to contact Human Resources. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

107 Conflicts of Interest

Effective Date: 4/1/2014

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which PACT wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact the Chief Operating Officer of PACT for more information or questions about conflicts of interest.

Transactions with outside firms must be conducted within a framework established and controlled by the executive level of PACT. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific executive-level approval.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of PACT's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to an officer of PACT as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which PACT does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving PACT.

Employees shall not solicit or accept for personal benefit directly or indirectly any gift, loan, or any item of substantial monetary value (\$20.00) from any person or company that is seeking to conduct or currently conducting business with PACT. Meals and accommodations of a reasonable and normal value provided to employees on PACT's business may be accepted.

108 Outside Employment

Effective Date: 4/1/2014

Employees may hold outside jobs as long as they meet the performance standards of their job with PACT. All employees will be judged by the same performance standards and will be subject to PACT's scheduling demands, regardless of any existing outside work requirements.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside PACT for materials produced or services rendered while performing their jobs.

109 Confidentiality Non-Disclosure

Effective Date: 4/1/2014

The protection of confidential business information and trade secrets is vital to the interests and the success of PACT. Such confidential information includes, but is not limited to, the following examples:

- Computer Programs and Codes
- Patient Lists
- Patient Identity and Medical History
- Confidential Employee Medical and Financial Information
- Financial Information
- Marketing Strategies
- Pending Projects and Proposals
- Alarm System Security Codes

This may include secured employee medical records and secured patient records. Employees who improperly use or disclose patient information or confidential business information will be subject to disciplinary action, up to and including termination of employment, even if they do not actually benefit from the disclosed information.

110 Privacy/Confidentiality/HIPAA

Effective Date: 4/1/2014

Employees of a medical practice are exposed to patient medical information, which is considered highly confidential and is referred to as private health information (PHI), under the federal Health Insurance Portability and Accountability Act (HIPAA). This information includes but is not limited to patient data, scheduled and cancelled appointments, services provided, success, failure of other outcomes of services rendered, medical records, test results, financial arrangements and the names of staff providing services to an individual and collective responsibilities to protect patient PHI and every aspect of patient privacy.

PACT is a health care organization, which must preserve confidentiality for its patients and other sensitive information related to the conduct of our business. Employees should avoid discussions of work-related information outside the organization.

Confidential information is privileged information found in a patient's medical record and includes all business and financial information related to the organization, as well as personal and work-related information in an employee's personnel file.

All information relating to a patient's care, treatment or condition, as determined by conversation with the patient or information contained in the patient's medical record constitutes confidential information. Employees never should discuss a patient's medical condition with other personnel, friends or families.

Any unauthorized disclosure by employees could render PACT liable for damages on grounds of defamation or invasion of privacy. Any employee who violates the confidentiality of medical information is subject to disciplinary action up to and including termination.

111 Disability Accommodations

Effective Date: 4/1/2014

PACT is committed to complying fully with the Americans with Disabilities Act (ADA) and applicable state law, and to ensure equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Hiring procedures are designed to provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position.

Reasonable accommodations for qualified individuals with known disabilities will be made unless to do so would be an undue hardship. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position descriptions, lines of progression and seniority lists. Leave of all types will be available to all employees on an equal basis.

PACT is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability. PACT will follow any state or local law that provides individuals with disabilities greater protection than the ADA.

This policy is neither exhaustive nor exclusive. PACT is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

112 Job Posting

Effective Date: 4/1/2014

Updated: 2/1/2017

PACT provides employees an opportunity to indicate their interest in open positions and advance within the organization according to their skills and experience. PACT reserves its discretionary right to not post a particular opening.

Job openings will be posted within each division at all locations and distributed to employees by email and remain open for a minimum of 3 business days. Each job posting notice will include the dates of the posting period, job title, department, location, job summary, essential duties, and qualifications.

To be eligible to apply for a posted job, employees must have performed competently for at least 1 year in their current position. Employees who are on progressive discipline or are on a performance improvement plan are not eligible to apply for posted jobs.

To apply for an open position, employees are to follow the instructions on the opening AND submit their resume and job posting they are applying to Human Resources via email.

PACT may post the job internal and external simultaneously and will hire the most qualified candidate.

113 Re-Hire and Restoration of Service Policy

Effective Date: 2/1/2017

PACT, LLC may rehire employees who are eligible. In order to be eligible former employees must have been in good standing prior to separation, must have possessed a satisfactory performance record of service, provided two weeks' notice upon resignation, and worked the two weeks if the company requested.

Service Restoration Guidelines

If a former employee with more than one year's prior service is rehired and the employee has been gone less than 2 years, the employee's seniority and eligibility to participate in company benefits plans will be bridged.

PACT, LLC allows employees to have service restored two times.

Rehire Service Date Adjustment

When recognition of prior service is granted, a rehired employee's company service date will be adjusted in accordance with the service restoration guidelines. For example, an employee who returns to work after 18 months and was gone for 13 months, the 13 months will not be counted as tenure so

the original hire date will be changed.

Benefits Included in Service Adjustment date

Paid time such as PTO will be adjusted to the updated service date. Health benefits such as medical, dental, and vision will remain with a service time of first of the month following the first 60 days, unless the employee is rehired less than 30 days of separation. Group insurance such as Life, STD, LTD will resume the first of the month following the first 60 days. Retirement plan 401K will assume restoration of service based on the 401k plan document guidelines.

114 Non-solicitation

Effective Date: 7/1/2018

Employees understand and agree that any attempt on the part of the Employee to induce other employees to leave the Employer's employ/service, or any effort by the Employee to interfere with the Employer's relationship with its other employees would be harmful and damaging to the Employer. The Employee agrees that during the Employee's term of employment with the Employer and for a period of one (1) year after the end of that term, the Employee will not in any way, directly or indirectly:

1. Induce or attempt to induce any employee of the Employer to quit employment;
2. Otherwise interfere with or disrupt the Employer's relationship with its employees;
3. Discuss employment opportunities or provide information about competitive employment to any of the Employer's employees
4. Solicit, entice, or hire away any employee of the Employer

Section II. EMPLOYMENT STATUS & RECORDS

201 Employment Categories

Effective Date: 4/1/2014

Update: 2/1/2017

It is the intent of PACT to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and PACT.

Each employee is designated as either non-exempt or exempt from federal and state wage and hour laws. Non-exempt employees are entitled to overtime pay under the specific provisions of federal and state laws. An employee's exempt or non-exempt classification may be changed only upon written notification by Human Resources.

REGULAR FULL-TIME employees are those who are not in a temporary status and who are regularly scheduled to work thirty (30) or more hours per week.

PART-TIME employees are those who are not in a temporary status and who work continuously for a specified number of hours per week which is less than a regular schedule of thirty (30) or more hours per week.

TEMPORARY employees are those who are hired for a specific project or definitive amount of time.

PER DIEM employees are those who are employed and do not have a regular schedule and are utilized when needed.

202 Access to Personnel Files

Effective Date: 4/1/2014

PACT Human Resource Department maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment documents.

Personnel files are the property of PACT Human Resource Department and access to the information they contain is restricted. Generally, only supervisors and management personnel of PACT who have a legitimate reason to review information in a file are allowed to do so.

With reasonable advance (72 hours) written request, employees may review their own personnel files in the Human Resource Director's offices and in the presence of an individual appointed by the Human Resource Manager to maintain the files.

203 Employment Reference Checks

Effective Date: 4/1/2014

Updated: 2/1/2017

To ensure that individuals who join PACT are well qualified and have a strong potential to be productive and successful, it is the policy of PACT to check the employment references of all applicants.

PACT will respond in writing or verbally to reference check inquiries from future employers that are made in writing or by telephone. Responses to such inquiries will confirm only dates of employment, eligibility of re-employment, and position(s) held.

204 Personnel Data Changes

Effective Date: 4/1/2014

It is the responsibility of each employee to promptly notify PACT Human Resources (within 48 hours) of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishment, and other such status reports should be accurate and current at all times.

205 Introductory Period

Effective Date: 4/1/2014
Updated: 2/1/2017

The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. PACT uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or PACT may end the employment relationship at will at any time during or after the introductory period, with or without cause or advance notice.

All new and rehired employees work on an introductory basis for the first 90 calendar days after their date of hire. Upon completion of the introductory period the employee will receive a review by their supervisor.

206 Performance Evaluations

Effective Date: 4/1/2014
Updated: 2/1/2017

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

Performance goals or objectives may be assigned on an annual basis and assessed annually on or around the employee's anniversary. Performance appraisals are designed to provide the employee with feedback from his/her supervisor/manager on his/her progress toward goal/objective attainment, quality of work, and work habits. Such appraisals are also used to provide an open forum between a supervisor/manager and an employee to discuss future aspirations and training and development needs, as well as the desire to learn new duties.

The employee is expected to read, comment and sign the final version of the document as part of the employee's personnel record.

Before a supervisor/manager permanently leaves his/her employment position at PACT, he/she is responsible for preparing an up-to-date appraisal of the performance thus far of those persons under his/ her supervision.

Salary adjustment reviews are normally scheduled on the employee's anniversary date. PACT establishes a merit percentage range annually. This range may differ yearly, and will have an average percent merit increase. Generally, salary adjustments will be within this range and determined by an

employee's performance, conduct, attendance, and his/her ability to work with patients and fellow employees.

Any significant leave of absence (such as FMLA or an extended military leave) will not negatively affect the performance review. Employees annual review date will remain the same and will be reviewed upon the time the employee was active. If an employee is out on leave during their review date, they will be reviewed upon within the first full pay cycle of their return.

207 Salary Administration

Effective Date: 4/1/2014

The salary administration program at PACT was created to achieve consistent pay practices, comply with federal and state laws, mirror our commitment to Equal Employment Opportunity, and offer competitive salaries within our labor market. Because recruiting and retaining talented employees is critical to our success, PACT is committed to paying its employees equitable wages that reflect the requirements and responsibilities of their positions and are comparable to the pay received by similarly situated employees in other organizations in the area.

Compensation for every position is determined by several factors, including the essential duties and responsibilities of the job, and salary survey data on pay practices of other employers. PACT periodically reviews its salary administration program and restructures it as necessary.

Employees should bring their pay-related questions or concerns to the attention of their manager, who is responsible for the fair administration of departmental pay practices.

Section III. EMPLOYEE BENEFIT PROGRAMS

301 Employee Benefits

Effective Date: 4/1/14 – Addendum 5/16/2014

Updated: 2/1/17

Benefits eligibility is dependent upon a variety of factors, including employee classification. Contact Human Resources should you have questions about your eligibility. Regular full time employees are eligible for benefits.

The following benefit programs are available to full time eligible employees:

- Medical Insurance
- Dental Insurance
- Vision
- HSA (Health Savings Account)
- Life Insurance and Supplemental Plans

Some benefit programs require employee contributions and some are fully paid by PACT. As with the other policies and working conditions described in this handbook, these benefits are subject to change at any time. Each benefit plan is administered by a plan administrator who has the authority to

determine eligibility for participation and benefits and to construe the terms of the plan. Determinations by the plan administrator are final and binding upon all parties; subject to ERISA claims appeal procedures.

401(k)

PACT provides eligible employees with a 401(k) Qualified Retirement plan. Employees can obtain a full copy of the Summary Plan Description (SPD) which contains details of the plan including eligibility and benefit provisions from the Human Resources

302 PTO

Effective Date: 4/1/14

Addendum 5/16/14, 2/19/15, 6/20/16

Paid Tim Off (PTO) is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Regular full time employees are eligible to earn and use PTO time as described in this policy.

The amounts of PTO employees receive each year increases with the length of their active employment as shown in the following schedule for **all regular full-time employees**:

- Year 0: Upon initial eligibility (after 90 days of employment) the employee is entitled to 80 hours of PTO time to be used within the anniversary year.

• 0 - 4 years	Two weeks
• 5 th year	Three weeks
• 6 th year	Three weeks + 1 day
• 7 th year	Three weeks + 2 days
• 8 th year	Three weeks + 3 days
• 9 th year	Three weeks + 4 days
• 10 th year and beyond	Four weeks

- Minimum work week hours required to be eligible is 30 hours/week
- 2 weeks PTO allocated at anniversary date.
- New employee: Eligible to receive PTO time after 90 day probationary period.

Personal Days: 3 Days in addition to PTO

PTO Guidelines:

- PTO hours will be credited to employees in a lump sum on the employee's anniversary date.
- PTO cannot be carried over from one year to another.
- PTO scheduling is the responsibility of the employee and his or her supervisor and will be granted on the needs of PACT.
- If an employee has PTO available, he/she cannot request time off without pay. Any paid time,

including PTO hours, will NOT be counted when computing overtime pay for hourly non-exempt employees.

- PACT reserves the right to solely determine PTO staffing needs and at any time can refuse requested time off on a case by case basis.

The length of eligible service is calculated on the basis of a "service year." This is the 12-month period that begins when the employee begins employment.

To schedule planned PTO, employees are to request advance approval from their supervisors through the time system. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

Should an employee call out either the day before or day after a scheduled PTO day, it will be an unplanned absence.

303 Sick Leave Benefits

Effective Date: 4/1/14

Addendum: 5/16/14, Addendum: 2/19/15

Updated: 2/1/2017

PACT adheres to Connecticut Sick Leave Law. Eligible employees are those whose work schedules are 10 hours a week or more. Eligible employees will be given up to 40 hours of sick time per year. The hours given for sick benefits will be equal to the amount of hours the employee is originally scheduled to work weekly.

Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

An employee may use paid sick leave:

- For his or her own illness, injury, or health conditions; medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or preventative medical care
- For his or her child's or spouse's illness, injury, or health conditions; medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or preventative medical care
- When he or she is a victim of family violence or sexual assault for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence; or to participate in any civil or criminal legal proceeding related to the family violence or sexual assault.

If an employee uses sick pay for reasons other than listed above, it will not be protected under the sick leave law.

Employees who are unable to report to work due to illness or injury are to follow their divisions and department standard process. Unused sick leave benefits will not be paid to employees while they are employed or upon termination of employment.

Beginning on the first week of January 2018 PACT will start calculating sick time based on accrual. Employees who are employed on or before 12/31/17 will begin accruing time and will roll over unused time. Employees accrue one (1) hour of sick leave for every forty (40) hours worked. Employees may carry over up to forty (40) hours of sick leave from one year to the next; however, employees are eligible to use up to forty (40) hours of sick leave in a year. Although new hires begin accruing sick leave on the day they begin working for an employer, new hires may only begin using accrued sick leave after they have worked a minimum of six-hundred and eighty (680) hours.

In 2017 employees will receive the allotted number of sick hours they are eligible for on their 91st day of employment for new hires, or on 1/1/17 for employees who have worked 90 consecutive days.

For sick leave lasting three or more consecutive days, PACT, LLC may require an employee to provide reasonable documentation that the leave is taken for reasons permitted by Connecticut's sick leave law. For leave related to CT Sick leave, documentation signed by a health care provider indicating the need for the number of days of such leave is considered reasonable documentation. For leave related to family violence or sexual assault, documentation signed by a service worker or volunteer working for a victim services organization, an attorney, a police officer, or other counselor shall be considered reasonable documentation.

An employee who separates from PACT, LLC, whether voluntarily or involuntarily, are considered new employees for purposes of Connecticut's sick leave law if they are subsequently rehired. They must meet all minimum requirements before using sick leave. Moreover, they are not entitled to any unused hours of paid sick leave they had at the time employment stopped.

Retaliation for requesting or using sick leave as provided is prohibited; and an employee may file a complaint with Connecticut's Labor Commissioner if the company fails to provide sick leave as required by CT law.

304 Holidays

Effective Date: 4/1/14

Addendum: 5/16/14, 2/19/15, 6/26/15

PACT will grant holiday time off to all regular full-time and part time active employees if the holiday falls on their scheduled day to work. They will be paid for the number of hours they would normally work on that day.

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day

- Thanksgiving
- Day after Thanksgiving (if your division is open, you will be granted another day to be used as a floating holiday)
- Christmas

PACT will grant paid holiday time off to all regular full time and part time employees on their start date. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.

To be paid for a holiday (including floating holiday), you must work your last scheduled shift before, and the first scheduled shift after the holiday. Employees who have scheduled a planned absence for the day before, or the day after a holiday will be considered as "at work" and will be paid the applicable holiday hours if they also work the scheduled day before and after the planned absence. Employees who fail to conform to this policy may NOT use Earned Time, if available, to make up for the loss of holiday pay. (Revised 5/26/14)

If eligible non-exempt employees work on a recognized holiday, they will receive holiday pay at their normal straight time rate, plus wages at their straight-time rate for the hours worked on the holiday.

Paid time off for holidays will NOT be counted as hours worked for the purposes of determining whether overtime pay is owed.

305 Workers' Compensation

Insurance Effective Date: 4/1/2014

Updated: 2/1/2017

PACT provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to the applicable legal requirements, workers compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately and not later than within 24 hours of the incident. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

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

306 Time Off to Vote

Effective Date: 4/1/2014

PACT encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule.

307 Bereavement Leave

Effective Date: 4/1/2014

Updated: 2/1/2017

Updated: 1/1/19

The purpose of the policy is to allow employees to plan for and attend a funeral or memorial service. PACT defines "immediate family" as: father, mother, brother, sister, spouse (including domestic partner and civil union partner), son, daughter, stepchildren, stepparents, stepsiblings, step or natural grandparents, grandchild, mother-in-law, father-in-law.

Up to 3 consecutive working days of paid bereavement leave will be provided to all regular full time employees after employee completes 90 days of consecutive employment from the hire date. For loss of a spouse, child, sibling or parent 2 additional days may be taken. If additional time is required regular full time employees are to take other paid leave time that is available to them. Part time employees and employees within the 90 days introductory period may request unpaid time off. All employees who take bereavement leave must follow the time off request process and must be approved by the supervisor before taking the leave unless there are unforeseen circumstances.

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

308 Jury Duty

Effective Date: 4/1/2014

Updated: 2/1/2017

PACT encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees will be compensated for jury duty consistent with state law. Employees in an eligible classification may request up to 5 days of paid jury duty leave.

Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available paid time off (for example, PTO benefits) or may request an unpaid jury duty leave of absence.

Employees must show the jury duty summons to their as soon as possible so that the supervisor may make arrangements to accommodate their absence. Employees are expected to report for work whenever the court schedule permits. However, employees who serve 8 hours of a given day on jury duty are neither required nor expected to return to work on that day.

Either PACT or the employee may request an excuse from jury duty if, in PACT's judgment, the employee's absence would create serious operational difficulties.

PACT will continue to provide health insurance benefits until the end of the month in which the unpaid jury duty leave begins. At that time, employees will become responsible for the full costs of these benefits if they wish coverage to continue. When the employee returns from jury duty, benefits will again be provided by PACT according to the applicable plans.

309 Witness Duty

Effective Date: 4/1/2014

PACT encourages employees to appear in court for witness duty when subpoenaed to do so.

If employees have been subpoenaed or otherwise requested to testify as witnesses by PACT, they will receive paid time off for the entire period of witness duty.

Employees will be granted unpaid time off to appear in court as a witness when requested by a party other than PACT. Employees are free to use any available paid leave benefit (such as Paid Time Off) to receive compensation for the period of this absence.

The subpoena should be shown to the employee's supervisor immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

310 Benefits Continuation (COBRA)

Effective Date: 4/1/2014

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under PACT, LLC's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at PACT's group rate plus an administration fee. PACT provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under PACT's health insurance plan. The notice contains important information about the employee's rights and obligations.

311 Employee Assistance Program

Effective Date: 4/1/2014

Updated: 2/1/2017

PACT cares about the health and well-being of its employees and recognizes that a variety of personal problems can disrupt their personal and work lives. Although employees may solve their problems either on their own or with the help of family and friends, sometimes employees need professional assistance and advice.

Employee Assistance is available through Mutual of Omaha. It is confidential. EAP staff members are available 24 hours a day, 7 days a week. Visit us at mutualofomaha.com or 800-316-2796.

312 Personal Days

PACT, LLC offers employees 2 Personal Days per year. They are given on January 1 of every year and if not used within that year the hours will not roll over the next year. Personal Days will be awarded to new hires after their 90 day probationary period is completed and will be pro-rated by the number of months per year. *Example:* New hire starting in June, will be entitled to 1 personal day for the remainder of the year.

Section IV. TIMEKEEPING/PAYROLL

401 Timekeeping

Effective Date: 4/1/14 Addendum: 5/16/14

Updated: 2/1/2017

Updated: 2/1/2018

Accurately recording time worked is the responsibility of every employee. Federal and state laws require PACT keep an accurate record of time worked and paid time off in order to calculate employee pay and benefits.

It is the employee's responsibility to ensure that the time card is accurate, complete, and submitted to be processed for payroll PRIOR to payroll closing.

All employees are expected to report to their work station at their scheduled time and be ready to begin their job duties. Should an employee be in the building punched in and NOT at their work station at their scheduled time, they may be considered tardy.

Altering, falsifying, tampering with time records, or recording time on your time card or another employee's time record may result in disciplinary action, up to and including termination of employment.

Non-exempt Employees

Non-exempt employees are to accurately record the time they begin and end their work as well as the

beginning and ending time of each meal period. They are to record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved before it is performed.

Employees may be subject to disciplinary action up to and including termination for failure to clock in and out more than 3 times per pay period.

Non-exempt employees are not to report to work prior to their scheduled starting time or stay after their scheduled stop time without expressed, prior authorization from their supervisor.

If corrections or modifications are made to the time record, both the employee and the supervisor are to follow the most current timecard editing process. Supervisors are not to alter an employee's time card without the communication of the employee in the time system. The supervisor must verify the accuracy of the changes.

Exempt Employees

Exempt employees are to use the time system for requesting paid time off such as PTO, sick, personal days, etc.

402 Paydays

Effective Date: 4/1/2014

All employees are paid bi-weekly on Friday. Each paycheck will include earnings for all work performed through the end of the previous payroll period.

In the event that a regularly scheduled payday falls on a day off such as a weekend or holiday, employees will receive pay on the day preceding the holiday.

If a regular payday falls during an employee's PTO, the employee's paycheck will be available upon his or her return from PTO or mailed to the employee's home address on file.

Employees may have pay directly deposited into their bank accounts if they provide advance written authorization to PACT. Direct deposits are made subject to the financial institution's terms and conditions.

403 Employment Termination

Effective Date: 5/16/14, 6/20/16

Updated: 2/1/2017

Employees may separate from the company for a variety of reasons. Below are examples of some of the most common circumstances under which employment is terminated:

- Resignation - voluntary employment termination initiated by an employee.
- Involuntary - employment termination initiated by the organization.
- Retirement - voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

HR will reach out to the employee who is separating from the company and provide them with two documents. One provides all separation information including benefits, pay, COBRA, etc. The other is a questionnaire. PACT requests that the questionnaire be filled out and returned to HR who will keep all information confidential. In addition, HR will reach out to schedule an exit interview that will not interfere with their work schedule.

Employees are requested to give two week notice in order to be eligible for rehire.

Employees will not receive payment for any unused Sick, Personal, Holiday, or PTO days. Any paid time off including but not limited to sick, PTO, personal requests may not be made once you have submitted your resignation.

404 Pay Advances

Effective Date: 4/1/2014

Updated: 2/1/2017

PACT does not provide pay advances on unearned wages to employees. This includes any and all management and owners providing monetary funds of any kind.

405 Administrative Pay Corrections

Effective Date: 4/1/2014

Updated: 2/1/2017

PACT takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention their direct supervisor.

In the event of an over or underpayment of wages due to a company error, PACT will issue the funds as soon as possible. In the event an employee is underpaid or overpaid due to an employee error, PACT will correct the error in the next payroll. The employee will be notified prior to the correction.

406 Pay Deductions and Setoffs

Effective Date: 4/1/2014

Updated: 2/1/2017

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

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

Pay setoffs are pay deductions taken by PACT, usually to help pay off a debt or obligation to PACT or others and will be made where applicable in compliance with federal and state law.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, contact Human Resources.

407 Make up Time

Effective Date: 2/1/2017

It is up to the Division as to whether non-exempt employees who comes in late or leave early may make up the time in lieu of using paid time or having hours reduced. Working through a lunch period is not permitted for make-up time. If an employee is tardy or leaves early without requesting the time ahead, and their division allows them to make up time, they may still be considered tardy and may result in discipline.

Section V. WORK CONDITIONS & HOURS

501 Safety

Effective Date: 4/1/2014

Updated: 2/1/2017

PACT provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings memos, or other written communications, such as blood borne pathogen, HASCOM, and general OSHA Safety Instruction.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must comply with all occupational safety and health standards and regulations established by the Occupational Safety and Health Act and state and local regulations. Employees must immediately report

any unsafe condition to their immediate supervisor.

Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report, where appropriate, such situations, may be subject to disciplinary action, up to and including suspension and/or termination of employment.

Immediate first aid could prevent an injury from becoming disabling. First Aid Emergency supplies are readily available throughout PACT.

Material Safety Data Sheets (MSDS) sheets are available for review. Contact your direct supervisor to request.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees are to immediately notify the appropriate supervisor the same day as the incident occurs. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

502 Work Schedules

Effective Date: 4/1/2014

You will be assigned a work schedule and you will be expected to begin and end work according to the schedule. To accommodate the needs of our business, at some point we may need to change individual work schedules on either a short-term or long-term basis. Occasionally, these hours may be extended or modified.

Work schedules for employees vary throughout our organization. Supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

On occasion, at the discretion of PACT, evening (6 p.m. – 10 p.m.) or weekend (6 a.m. to 6 p.m.) hours may occur. Employees may be expected to work these hours as necessary.

503 Use of Phone and Mail Systems

Effective Date: 4/1/2014

Employees may be required to reimburse PACT for any charges resulting from their personal use of the telephone.

The use of PACT paid postage for personal correspondence is not permitted.

To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller, and hang up only after the caller has done so. If need be, ask if the caller can be placed on hold and

then wait for a response before placing the person on hold.

504 Smoking

Effective Date: 4/1/2014

In keeping with PACT's intent to provide a safe and healthful work environment, smoking is prohibited throughout the workplace, in company vehicles and at patient sites.

Smoking is not permitted outside of patient entrance areas. Employees who wish to smoke must do so in the designated smoking areas outside of the building away from patients. Employees who wish to smoke during the day may do so only during established rest and meal periods. This policy applies equally to all employees, patients, and visitors.

505 Rest and Meal Periods

Effective Date: 4/1/2014

All employees who work 7 and ½ hours or more in one day are provided with one meal period of 30 minutes in length each workday. The meal period must be taken after their 2nd hour but before their 6th hour of work. Supervisors will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

Employees may not forfeit meal periods or breaks for the purposes of leaving early (shortening their assigned shift) unless, on occasion, it is specifically approved in advance by the immediate supervisor.

All other lunch areas are designated in each office. Employees are expected to clean up after themselves and to keep these areas clean at all times.

506 Breastfeeding and Lactation

Effective Date: 4/1/2014

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

For up to 12 months, any employee who is breastfeeding her own child or an adopted child will be provided up to two break periods of 20 minutes each plus an additional 20 minutes during her lunch period to express breast milk for her newborn. The employee and her immediate supervisor will agree on the times for these breaks. PACT will designate a room for this purpose where she can express her milk in private.

507 Overtime

Effective Date: 4/1/2014

When operating requirements or other needs cannot be met during regular working hours, employees will be given the opportunity to volunteer for overtime work assignments. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

All overtime must be authorized by the employee's supervisor or manager. Overtime hours must be accounted for and approved in advance by the employee's supervisor or manager or designee on his or her time sheet for the employee to be properly compensated.

Overtime compensation is paid to all non-exempt employees in accordance with Federal and State wage and hour restrictions. Overtime pay is based on actual hours worked. Time off for PTO, sick, personal, floating holidays, and holidays will not be considered hours worked for purposes of performing overtime calculations.

508 Use of Equipment

Effective Date: 4/1/2014

Updated: 2/1/2017

Equipment essential in accomplishing job duties are expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify the supervisor if any equipment, machines or tools appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job. The improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in disciplinary action, up to and including termination of employment.

Employees who are assigned specific equipment have an additional Property Policy to review and adhere to.

509 Emergency Closings/Delayed Openings

Effective Date: 4/1/14 Addendum: 5/16/2014, 3/2/15, 3/8/15

Updated: 2/1/2017

At times, emergencies such as severe weather, fires, power failures, or earthquakes, can disrupt company operations. In extreme cases, these circumstances may require the closing of a work facility. Employees are to follow normal emergency closing processes for their division.

When operations are officially closed due to emergency conditions or delayed in opening or close early PACT will be providing 16 hours for employees to use for the calendar year for Emergency Closures or delays only (which will be decided by your division). Employees will see these hours allotted in timecards called Emergency Closure. Only supervisors and above will be able to allot them. Once these

hours are used and a site closes, employees may elect to use any of their available PTO through the time off request process. Sick time may be used for an emergency day, but will not fall under CT sick leave. Any time taken immediately following an emergency day that is not already approved would be considered unplanned.

Employees who do not report to work due to poor weather conditions or a natural disaster when the business is officially open will be required to take paid leave and may be subject to progressive discipline.

510 Visitors in the Workplace

Effective Date: 4/1/2014

Updated: 2/1/2017

To provide for the safety and security of employees and the facilities at PACT, only authorized visitors are allowed in the workplace.

All visitors should enter any PACT location at the main entrance and will need to check in at the front desk and may be required to show identification. Authorized visitors will receive directions or be escorted to their destination.

Employees are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on PACT Divisions premises, employees should immediately notify their supervisor or, if necessary, direct the individual to the main entrance.

511 Computer and Email Usage

Effective Date: 4/1/2014

Computers, computer files, the email system, and software furnished to employees are PACT property intended for business use. Employees are prohibited from installing or downloading software (such as custom screen savers) to their work computers. Employees should not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer and email usage may be monitored.

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

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

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

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

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

Employees should notify their immediate supervisor, the PACT Chief Operating Officer or any member of management upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

512 Internet Usage

Effective Date: 4/1/2014

Internet access to global electronic information resources on the World Wide Web is provided by PACT to assist employees in obtaining work-related data and technology. The following guidelines have been established to help ensure responsible and productive Internet usage.

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

The equipment, services, and technology provided to access the Internet remain at all times the property of PACT. As such, PACT reserves the right to monitor Internet traffic, and retrieve and read any data composed, sent, or received through our online connections and stored in our computer systems.

Data that is composed, transmitted, accessed, or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law.

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

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

- Sending or posting discriminatory, harassing, or threatening messages or images
- Using the organization's time and resources for personal gain
- Stealing, using, or disclosing someone else's code or password without authorization
- Copying, pirating, or downloading software and electronic files without permission
- Sending or posting confidential material, trade secrets, or proprietary information outside of the organization
- Violating copyright law
- Failing to observe licensing agreements
- Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted Internet services and transmissions
- Sending or posting messages or material that could damage the organization's image or reputation
- Participating in the viewing or exchange of pornography or obscene materials
- Sending or posting messages that defame or slander other individuals
- Attempting to break into the computer system of another organization or person
- Refusing to cooperate with a security investigation
- Sending or posting chain letters, solicitations, or advertisements not related to business purposes or activities
- Using the Internet for political causes or activities, religious activities, or any sort of gambling
- Jeopardizing the security of the organization's electronic communications systems
- Sending or posting messages that disparage another organization's products or services
- Passing off personal views as representing those of the organization
- Sending anonymous email messages
- Engaging in any other illegal activities

513 Social Networking and Blogging Policy

Effective Date: 4/1/2014

To protect PACT's interests, employees must adhere to the following rules:

Employees may not post on a blog or social networking site during their working time or at any time using PACT equipment or property. PACT's electronic communication systems are for business use only.

If an employee identifies himself or herself as an employee of PACT on any social networking site, the communication must include a disclaimer that the views expressed do not necessarily reflect the views of PACT management.

All rules regarding confidential business information apply in full to blogs and social networking sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed on a blog or social networking site. The transmission of confidential or proprietary information

without the permission of PACT is prohibited.

If you mention PACT in a blog or elsewhere in online social media, or it is reasonably clear you are referring to PACT or a position taken by PACT, and also express a political opinion or an opinion regarding PACT's positions, actions, or products, the post must specifically disclose your relationship with PACT and note that the opinion expressed is your personal opinion and not PACT's position.

Any conduct which is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a social networking site. For example, posted material that is discriminatory, defamatory, libelous or malicious is forbidden. PACT's policies, including but not limited to the Equal Employment Opportunity, Sexual Harassment, Harassment and Workplace Violence policies, apply equally to employee comments on social networking sites even if done on nonworking time. Employees are encouraged to review those sections of the Handbook for further guidance.

514 Workplace Monitoring

Effective Date: 4/1/2014

Workplace monitoring may be conducted by PACT to ensure quality control, employee safety, security, and patient satisfaction.

Employees who regularly communicate with patients via the telephone may have their conversations monitored. Telephone monitoring is used to identify and correct performance problems through targeted training. Improved job performance enhances our patients' image of PACT as well as their satisfaction with our service.

Computers furnished to employees are the property of PACT. As such, computer usage and files, including e-mail usage and related files, may be monitored or accessed.

Every effort will be made to conduct workplace monitoring in an ethical and respectful manner.

515 Social Security Number Privacy

Effective Date: 4/1/2014

Officers and employees are permitted to access and use certain personal information, such as Social Security Numbers, only as necessary and appropriate for such persons to carry out their assigned tasks for PACT and in accordance with PACT's policy.

The unauthorized access, viewing, use, disclosure, or the intentional public display of such information and the unauthorized removal of documents from PACT's premises that contain social security number information is prohibited and can result in discipline up to and including termination of employment.

If you come into contact with Social Security Numbers or other sensitive personal information without authorization from PACT or under circumstances outside of your assigned tasks, you may not use or disclose the information further, but must contact your supervisor and turn over to him or her all copies

of the information in whatever form.

When necessary, documents containing social security information will be properly destroyed through shredding or other means prior to disposal to ensure confidential social security information is not disclosed.

For more information about whether and under what circumstances you may have access to this information, review your job description or contact your supervisor.

516 Workplace Violence Prevention

Effective Date: 4/1/2014

Addendum: 1/1/2016

PACT is committed to preventing workplace violence and to maintaining a safe work environment, and has a zero tolerance for violence or threats of violence in the workplace. In an effort to address any concerns of intimidation, harassment, violence and threats of violence, PACT has adopted the following guidelines. Violence or threats of violence against employees, patients, visitors or other individuals by anyone on PACT property or in the course of their employment will not be tolerated. Violent conduct includes, but is not limited to, oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, intimidation, damage, or abuse of other persons self, themselves, or property. This includes physical and non-physical conduct. Please note: Talking of or joking about committing a violent act is a violation of this policy and will not be tolerated.

It is everyone's responsibility to prevent workplace violence. All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others.

All threats or acts of violence should be reported as soon as possible to your immediate supervisor or any other member of management. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your work station, do not try to intercede or see what is happening.

PACT will investigate all concerns. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, PACT may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats or acts of violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

Weapons

Unless contrary to state law, firearms, weapons, and other dangerous or hazardous devices or substances are prohibited on the premises of PACT or while performing PACT business off premises. This ban includes having a weapon in a vehicle parked on PACT property. The provision applies to all PACT employees, contract, and temporary workers.

517 Cell Phone Usage

Effective Date: 4/1/2014

Addendum: 1/1/2016

Updated: 2/1/2017

If you are provided a cellular phone by PACT it is provided to you as a business tool only. Cellular phones are provided to assist employees in communicating with management and other employees, their clients, associates, and others with whom they may conduct business. Cell phone use is intended for business-related calls only and personal calls are not permitted. Cell phone invoices may be regularly monitored.

Whether the cellular phone is provided by PACT or the employee is using his or her own phone, employees who have access to a cell phone while in their cars should remember that their primary responsibility is driving safely and obeying the rules of the road. Employees are prohibited from using cell phones to conduct business while driving and should safely pull off the road and come to a complete stop before dialing or talking on the phone.

PERSONAL CELL PHONE USAGE:

PACT LLC does not permit the use of personal cell phones during regular business hours. Upon your arrival to work, you are asked to shut off your cell phone and put it away where it cannot be heard or seen. Should you have an emergency that requires you be contacted during working hours you should provide your office phone number.

PACT will not be liable for the loss of personal cellular phones brought into the workplace.

518 Telecommuting

Effective Date: 2/1/2017

PACT, LLC permits telecommuting for certain exempt positions. There are two types of telecommuting: informal and formal.

Regardless of the length of time scheduled to telecommute, an employee is to ensure they have an adequate workspace and the necessary equipment and supplies. An employee is to have a telecommuting workspace that covers the following:

- The work area must be quiet and free of distractions.
- The work area must allow for confidentiality; others are not to have access to HIPAA and PHI or other confidential proprietary information. Steps include use of locked file cabinets and desks, regular password maintenance, and any other steps appropriate for the job and the environment.
- Lighting must be adequate and without glare.

- The desk must be adequate, designed to safely accommodate the equipment the employee must use (computer keyboard, etc.).
- The employee must have a comfortable office chair with adequate back support (employer will not provide furniture for employee's home office).
- Equipment, including a computer, fax, modem and printer, must be available for the telecommuter's exclusive use while telecommuting and must be compatible with the equipment the telecommuter uses in his or her office at work.

Each employee must make arrangements with his or her supervisor regarding the use of PACT, LLC owned equipment in the employee's home, but in no event may the use of such equipment impede PACT LLC's access to such equipment, nor change PACT, LLC's ownership of such equipment. The employee will be responsible for the costs of installation of necessary modem and communications software.

The company is not responsible for insuring the employee's equipment in his or her home. If the employee is using his or her own equipment and it breaks while performing work for PACT, LLC the company is not liable.

Individuals requesting telecommuting arrangements must have been employed with the company for a minimum of 90 days of continuous, regular employment and must have exhibited above-average performance.

Telecommuting is not designed to be a replacement for appropriate child care. The focus of the arrangement must remain on job performance and meeting business demands.

Informal Telecommuting

Informal Telecommuting is working from home for a short-term project for up to a few days or on the road during business travel. All informal telecommuting arrangements are made on a case-by-case basis, focusing first on the business needs of the organization. An employee must request approval from their supervisor before telecommuting.

Formal Telecommuting

Formal Telecommuting is defined as working from home for a longer than a week or having a weekly schedule where a certain number of days are spent telecommuting. The employee is to be accessible by phone or modem during the agreed-on work schedule.

PACT, LLC will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines, facsimile equipment or software, and photocopiers) for each telecommuting arrangement on a case-by-case basis. Equipment supplied by the organization will be maintained by the organization. Equipment supplied by the employee, if deemed appropriate by the organization, will be maintained by the employee. PACT, LLC accepts no responsibility for damage or repairs to employee-owned equipment. PACT, LLC reserves the right to make determinations as to appropriate equipment, subject to change at any time. The telecommuter is to sign an inventory of all office property and agrees to take appropriate action to protect the items from damage or theft. Upon termination of employment all company

property will be returned to the company, unless other arrangements have been made.

Equipment supplied by the organization is to be used for business purposes only.

The company will not be responsible for costs associated with initial setup of the employee's home office such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space. A representative of PACT, LLC may visit the employee's home worksite to inspect for possible work hazards and suggest modifications as-needed.

Injuries sustained by the employee while at his or her home worksite location and in conjunction with his or her regular work duties are normally covered by the company's workers' compensation policy. Telecommuting employees are responsible for notifying the employer of such injuries in accordance with company workers' compensation procedures. The employee is liable for any injuries sustained by visitors to his or her worksite.

Section VI. LEAVES OF ABSENCE

601 Family and Medical Leave Act (FMLA) Policy

Effective Date: 4/1/2014

Updated: 2/1/2017

The Family and Medical Leave Act (FMLA) and Connecticut Family and Medical Leave Act (CFMLA) require employers to provide family and medical leaves of absence for eligible employees.

Either or both of these laws may apply to a leave. This policy will be interpreted to comply with the law(s) that apply to a particular leave. To the extent that state law mandates additional protection for pregnant employees, this policy also shall be interpreted consistently with such requirements. This policy provides employees information concerning FMLA/CFMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA/CFMLA leave, they should contact the PACT Human Resources Director.

I. Employees Eligible for Family and Medical Leave

Family and Medical leave is available to eligible employees, which is defined as: (1) have been employed by PACT for at least 12 months (which need not be consecutive); (2) have worked for at least 1,250 hours of service during the 12 month period immediately preceding the commencement of the leave; and (3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

To be eligible for leave under CFMLA, the employee must: (1) have been employed by PACT for

at least 12 months (which need not be consecutive); (2) have worked for at least 1,000 hours of service during the 12 month period immediately preceding the commencement of the leave; and (3) be employed by an employer with 75 or more employees.

The determination of whether an employee has worked for PACT for at least the minimum number of hours in the past 12 months and has been employed by PACT for a total of at least 12 months must be made as of the date the leave is to start. If employees are on “non-FMLA leave” at the time they meet the FMLA and/or CFMLA eligibility requirements, only that portion of leaves taken for FMLA-qualifying reasons after they meet the eligibility requirements would be designated as “FMLA/CFMLA leave.”

When an employee requests family or medical leave, or when PACT acquires knowledge that an employee’s leave may be for an FMLA and/or CFMLA-qualifying reason, PACT must notify the employee of the employee’s eligibility to take FMLA/CFMLA leave within five business days, absent extenuating circumstances. Employee eligibility is determined (and notice will be provided) at the commencement of the first instance of leave for each FMLA/CFMLA-qualifying reason in the applicable 12 or 24-month period. All FMLA/CFMLA absences for the same qualifying reason are considered a single leave and employee eligibility as to that reason for leave does not change during the applicable 12 or 24-month period.

II. Employee Entitlements for Family and Medical Leave

As described below, the FMLA and/or CFMLA provide eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration. The FMLA and CFMLA also entitle employees to certain written notices concerning their potential eligibility for and designation of FMLA and CFMLA leave.

A. Basic Family and Medical Leave Entitlement

FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12 month period. Under the CFMLA, an eligible employee may take up to 16 weeks of unpaid leave within a two year period. The one or two year period, as the case may be, is measured by a **“rolling” 12-month period measured backward from the date an employee uses any FMLA leave.** Where both laws apply, the leave provided by each will run concurrently.

Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee’s child after birth, or placement for adoption or foster care;
- To care for the employee’s spouse, son, daughter or parent (but not in-law) who has a **serious health condition**;
- For the employee’s own **serious health condition** (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee’s job; and/or
- Because of any **qualifying exigency** arising out of the fact that an employee’s spouse, son, daughter or parent is a covered military member on covered active duty or has been notified of an impending call or order to covered active duty status in the armed forces.

In addition to the entitlements outlined above, the CFMLA provides leave to care for a parent-in-law, civil union partner, or same-sex spouse with a serious health condition.

A **serious health condition** under the FMLA and/or CFMLA is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, including inpatient care in a hospital, hospice, nursing home or residential medical care facility; or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. For additional information regarding conditions that qualify as a "serious health condition" please contact the PACT Human Resources Manager.

Qualifying exigencies under the FMLA may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

B. Additional Military Family Leave Entitlement (Injured Service Member Leave) Under the FMLA

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member or covered veteran is entitled to take up 26 weeks of leave during a single 12-month period to care for the service member with a serious injury or illness.

Leave to care for a covered service member or veteran shall only be available during a single- 12 month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured service member.

When, during the "single 12-month period," leave qualifies as both leave to care for a covered service member or veteran and leave to care for a family member with a serious health condition, the leave will be designated as leave to care for a covered service member or veteran in the first instance and such leave shall not be designated and counted as both leave to care for a covered service member or veteran and leave to care for a family member with a serious health condition. As is the case with other FMLA leave, leave may be retroactively designated as leave to care for a covered service member or veteran.

A "**covered service member**" means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. A covered service member would have a serious injury or illness if he/she has incurred an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

A "**covered veteran**" means a veteran who is undergoing medical treatment, recuperation, or

therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy. A covered veteran would have a serious injury or illness if he/she has incurred a qualifying injury or illness in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

C. Intermittent Leave and Reduced Leave Schedules

Family and medical leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered service member.

D. Protection of Group Health Insurance Benefits

During FMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

E. Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause PACT substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. PACT will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and of their rights in such instances.

At the end of a leave under the CFMLA, employees will be returned to his or her original job, unless that job is not available, in which case the employee will be returned to an equivalent position.

Use of FMLA and/or CFMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

F. Notice of Eligibility for, and Designation of, FMLA/CFMLA Leave

Employees requesting family and medical leave are entitled to receive written notice from PACT telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA/CFMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) PACT's designation of leave as FMLA/CFMLA-qualifying or non-qualifying, and if not FMLA/CFMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

PACT may retroactively designate leave as FMLA/CFMLA leave with appropriate written notice to employees provided PACT's failure to designate leave as FMLA/CFMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA/CFMLA protection, PACT and employee can mutually agree that leave be retroactively designated as

FMLA/CFMLA leave.

III. Employee FMLA and CFMLA Leave Obligations

A. Provide Notice of the Need for Leave

Employees must timely notify PACT of their need for family and medical leave. The following describes the content and timing of such employee notices.

1. Content of Employee Notice

To trigger family and medical leave protections, employees must inform the PACT Human Resources Director of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA/CFMLA leave specifically, or explaining the reasons for leave so as to allow PACT to determine that the leave is FMLA/CFMLA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant;
- they have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency cause by a covered military member being on active duty or called to active duty status (this leave is only permitted under the federal FMLA); or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered service member with a serious injury or illness (this leave is only permitted under the federal FMLA).

Calling in “sick,” without providing the reasons for the needed leave, will not be considered sufficient notice for family and medical leave under this policy. Employees must respond to PACT's requests for information to determine if absences are potentially FMLA/CFMLA-qualifying.

If an employee fails to explain the reasons for family and medical leave, the leave may be denied. When employees seek leave due to FMLA/CFMLA-qualifying reasons for which PACT has previously provided FMLA/CFMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA/CFMLA leave.

2. Timing of Employee Notice

Where the need for leave is foreseeable, employees must provide timely advance notice of the need to take family and medical leave; if leave is requested only under the FMLA, then 30 days' notice is required. Where possible, PACT requests that employees provide at least 30 days' notice of a foreseeable leave. When 30 days' notice is not possible or the approximate timing of the need for leave is not foreseeable, employees must provide PACT notice of the need for leave as soon as practicable under the facts and circumstances of the particular case (i.e., within 1 or 2 business days of learning of the need for the leave).

Employees should request FMLA or CFMLA leave by completing the Employer's Request for Leave form and submitting it to the Human Resources Department.

Employees must also follow PACT's usual and customary notice and procedural requirements when requesting FMLA/CFMLA leave, absent unusual circumstances. Those requirements include notifying the employee's supervisor or manager prior to the start of the work day. If employees fail to

comply with these requirements, and no unusual circumstances justify the failure to comply, FMLA/CFMLA leave may be delayed or denied provided that employees have not otherwise provided timely notice as required by the FMLA/CFMLA.

B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers To Alternative Positions) and Intermittent Leave or Reduced Leave Schedules

When planning medical treatment, employees must consult with PACT and make a reasonable effort to schedule treatment so as not to unduly disrupt PACT's operations, subject to the approval of an employee's health care provider. Employees must consult with PACT prior to the scheduling of treatment to work out a treatment schedule which best suits the needs of both PACT and the employees, subject to the approval of an employee's health care provider. If employees providing notice of the need to take FMLA/CFMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, PACT may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered service member, PACT may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise PACT of the reason why such leave is medically necessary. In such instances, PACT and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting PACT's operations, subject to the approval of the employee's health care provider.

C. Submit Medical Certifications Supporting Need for Family and Medical Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of family and medical leave sought, employees may be required to submit medical certifications supporting their need for qualifying leave. As described below, there generally are three types of medical certifications: an **initial certification**, a **recertification**, and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide PACT with timely, complete and sufficient medical certifications. Whenever PACT requests employees to provide FMLA/CFMLA medical certifications, employees must provide the requested certifications within 15 calendar days after PACT's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. PACT shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. PACT will deny FMLA/CFMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, PACT's health care provider may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If an employee chooses not to provide PACT with authorization allowing it to clarify or authenticate

certifications with health care providers, PACT may deny FMLA/CFMLA leave if certifications are unclear.

Whenever PACT deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA/CFMLA medical certifications.

1. Initial Medical Certifications

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered service member, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If PACT has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at PACT's expense. If the opinions of the initial and second health care providers differ, PACT may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by PACT and the employee.

PACT shall provide employees with copies of second or third medical opinions, upon request by employees. Requested copies shall be provided to employees within two business days unless extenuating circumstances prevent such action.

2. Medical Recertification

Depending on the circumstances and duration of FMLA/CFMLA leave, PACT may require employees to provide recertification of medical conditions giving rise to the need for leave. PACT will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

PACT may request medical certification no more often than every thirty days and only in connection with an employee's absence. If a medical certification indicates the minimum duration of the condition is more than 30 days, PACT will wait until that minimum duration expires before requesting medical recertification. In all cases, PACT may request recertification of a medical condition every six months in connection with an employee's absence.

3. Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, employees returning to work from family and medical leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide PACT medical certification confirming they are able to return to work and/or the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. Employees may obtain a Return to Work Medical Certification Form from the PACT Human Resources Director. PACT may delay job restoration following leave, other than an intermittent leave under the CFMLA, until employees provide return to work/fitness for duty certifications.

If employees are medically unable to perform their original work upon the expiration of their leave entitlement, such employees may be transferred to work suitable to their physical condition if such work is available. If employees' leaves extend beyond the number of weeks (12 per year under FMLA or 16 per two years under CFMLA), such employees may be returned to their former or a like position if one exists, but PACT cannot guarantee reinstatement. If, at the end of the leave, employees do not return to work, for whatever reason, their employment with PACT may be terminated.

D. Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military members, PACT require employees to provide: 1) a copy of the covered military member's active duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different active duty or call to active duty status of the same or a different covered military member.

When leave is taken to care for a covered service member with a serious injury or illness, PACT may require employees to obtain certifications completed by an authorized health care provider of the covered service member. In addition, and in accordance with the FMLA regulations, PACT may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered service member confirming entitlement to such leave.

E. Substitute Paid Leave for Unpaid Family and Medical Leave for Employees medical condition

Full time regular employees who are out on FMLA for their own serious medical condition must use any accrued paid time off while taking unpaid FMLA/CFMLA leave for the first two weeks. After the two week period is satisfied, short term disability will pay the FMLA time off for 12 weeks providing the employee submits a claim. It is the employee's responsibility to complete all paperwork required for Short Term Disability as well as ensure it is approved. The substitution of paid time for unpaid FMLA/CFMLA leave time does not extend the length of FMLA/CFMLA leaves and the paid time will run concurrently with an employee's FMLA/CFMLA entitlement. Short term disability pay is only available to employees when the employee is out due to their own medical condition. Eligible employees are those that are scheduled to work 30 hours per week and more and begin the first of the month following the first 60 days.

All employees are required to use all paid time while on FMLA until exhausted paid leave. If an employee is out on FMLA during their anniversary date, they will be paid their paid time off unless they are on short term disability. Employees on short term disability may not use any other paid time except for PTO. An employee may use PTO time to bring them to 100% of pay but not to exceed 100% of pay per day.

If an employee is out longer than 30 days whether continuous or intermittent, PTO time will be prorate commensurate with time off after 30 days.

F. Report Periodically Concerning Intent to Return to Work [Optional -Confirm that PACT wants to require this notice]

Employees must contact PACT periodically on at least a monthly basis regarding their status and intention to return to work at the end of the FMLA leave period. If an employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide PACT with reasonable notice (i.e., within 2 business days) of the employee's changed circumstances and new return to work date. If employees give PACT unequivocal notice of their intent not to return to work, PACT's obligation to maintain health benefits (subject to COBRA) requirements) and to restore their positions cease.

IV. Coordination of Family and Medical Leave with Other Leave Policies

The FMLA and CFMLA do not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law which provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult PACT's other leave policies in this handbook or contact Human Resources.

V. Questions and/or Complaints about Family and Medical Leave

If you have questions regarding this FMLA policy, please contact Human Resources. PACT is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain, or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any PACT's made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact the Human Resources Department immediately. PACT, LLC will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

Additional Definitions:

"Spouse" means a husband or wife as defined or recognized under State law for purposes of marriage or civil union status in the State where the employee resides, including common law marriage in States where it is recognized.

"Parent" means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a son or daughter as defined in paragraph (c) of this section. This term does not include parents "in law."

“Parent-in-Law” means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee’s spouse or civil union partner when the employee’s spouse or civil union partner was a son or daughter as defined in paragraph (c) of this section.

“Son or daughter” means, for purposes of FMLA/CFMLA leave taken for birth or adoption, or to care for a family member with a serious health condition, a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and “incapable of self-care because of a mental or physical disability” at the time that FMLA leave is to commence.

(1) **“Incapable of self-care”** means that the individual requires active assistance or supervision to provide daily self-care in three or more of the “activities of daily living” (ADLs) or “instrumental activities of daily living” (IADLs). Activities of daily living include adaptive activities such as caring appropriately for one’s grooming and hygiene, bathing, dressing and eating. Instrumental activities of daily living include cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.

(2) **“Physical or mental disability”** means a physical or mental impairment that substantially limits one or more of the major life activities of an individual. Regulations at 29 CFR 1630.2(h), (i), and (j), issued by the Equal Employment Opportunity Commission under the Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et seq., define these terms.

(3) Persons who are **“in loco parentis”** include those with day-to-day responsibilities to care for and financially support a child, or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

“Adoption” means legally and permanently assuming the responsibility of raising a child as one’s own. The source of an adopted child (e.g., whether from a licensed placement agency or otherwise) is not a factor in determining eligibility for FMLA leave.

“Foster care” is 24-hour care for children in substitution for, and away from, their parents or guardian. Such placement is made by or with the agreement of the State as a result of a voluntary agreement between the parent or guardian that the child be removed from the home, or pursuant to a judicial determination of the necessity for foster care, and involves agreement between the State and foster family that the foster family will take care of the child. Although foster care may be with relatives of the child, State action is involved in the removal of the child from parental custody.

“Son or daughter on active duty or call to active duty status” means the employee’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis, who is on active duty or call to active duty status, and who is of any age.

“Son or daughter of a covered service member” means the service member’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the service member stood in loco parentis, and who is of any age.

“Parent of a covered service member” means a covered service member’s biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service

member. This term does not include parents “in law.”

“Next of kin of a covered service member” means the nearest blood relative other than the covered service member’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered service member, all such family members shall be considered the covered service member’s next of kin and may take FMLA leave to provide care to the covered service member, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered service member’s only next of kin.

“Health Care Provider” means: (1) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; (2) podiatrists, dentists, clinical psychologists, optometrists, chiropractors (limited treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-Ray to exist) authorized to practice under the State law and performing within the scope of their practice as defined by State law; (3) nurse practitioners, nurse-midwives, clinical social workers and physician assistants authorized under State law and performing within the scope of their practice as defined by State law; (4) Christian Science practitioners (may be required to submit to second or third certification through examination - not treatment of a health care provider); (5) any other health care provider from whom the employer or the employee’s group health plan benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits; and (7) a health care provider who practices in a country other than the United States who is authorized to practice in accordance with the laws of that country and is performing within the scope of his or her practice as defined under such law.

For purposes of leave taken to care for a covered service member, any one of the following health care providers may complete such a certification: (1) a United States Department of Defense (“DOD”) health care provider; (2) a United States Department of Veterans Affairs (“VA”) health care provider; (3) a DOD TRICARE network authorized private health care provider; or (4) a DOD non-network TRICARE authorized private health care provider.

602 Military Leave

Effective Date: 4/1/2014

Updated: 2/1/2017

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable. PACT may request to see military orders when requesting military leave.

During the first two weeks of leave, PACT will pay the difference of pay if the employee is receiving less than their weekly pay. In order to receive this difference, the employee is to submit the military pay stub to HR for calculating and processing. Please allow up to two pay periods to receive the difference once the military pay stub is received by HR. The portion of any military leaves of absence in excess of two weeks will be unpaid. However, employees may use any available paid time off for the absence.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

PTO, sick leave, and holiday benefits will continue to accrue during a military leave of absence up to 30 days of being absent. After 30 days holiday, sick, and PTO will be prorated according to return date.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Contact Human Resources for more information or questions about military leave.

603 Pregnancy and Adoption Related Absences

Effective Date: 4/1/2014

PACT will not discriminate against any employee who requests an excused absence for pregnancy or the placement of a child. Such leave requests will be evaluated according to the medical leave policy provisions outlined in this Employee Handbook and all applicable federal and state laws.

Requests for time off associated with pregnancy and/or childbirth, such as bonding and child care, not related to medical disabilities for those conditions will be considered in the same manner as other requests for unpaid family or personal leave.

604 Leave of Absence

Effective Date: 2/1/2017

Employees must use their paid leave throughout the year. Employees are expected to manage their time off to cover time that is needed off. Employees are not to take time off unpaid to 'bank' paid time leave.

If an employee has an extenuating circumstance that requires them to take time off and has used all of their paid time before they are eligible to receive their annual allotted amount and the leave is not

covered under FMLA, the company offers leave of absence. Leave of absence does not cover normal life demands.

All regular full time employees employed for a minimum of 1 year are eligible to apply for an unpaid personal leave of absence. Job performance, absenteeism and departmental requirements all will be taken into consideration before a request is approved. Approvals of the department manager and HR Director are required. Requests for unpaid personal leave may be denied or granted by the company for any reason or no reason and are within the sole discretion of the company.

A leave of absence is only used when all paid time off has been used and the leave of absence does not qualify under FMLA. The leave of absence will be unpaid.

Leave of absence may be no longer than one week, and is equivalent to the number of hours an employee is schedule to work per week. An employee may be granted a leave of absence once a year.

Employees may request a leave of absence in writing and include the reason and length of time requesting to their direct manager. The request will be reviewed by HR Director and, if need, an executive or owner. All leave requests should be accompanied by documentation supporting the necessity for the leave except where this would cause an undue hardship on either the company or the employee. In latter cases, documentation verification must be provided within a reasonable time period following the request.

In emergency circumstances, an employee may submit a request for leave under this policy without supporting documentation; however, documented leave requests will receive priority attention in advance of undocumented leave requests. Upon returning from leave, employees will be required to show documentation for the need for leave.

If the employee does not return to work within 24 hours upon the specified date and has not submit an additional request for time to HR and their direct manager, the company will consider voluntary resignation.

Section VII. EMPLOYEE CONDUCT & DISCIPLINARY ACTION

701 Employee Conduct and Work Rules

Effective Date: 4/1/2014

Updated: 2/1/2017

To ensure orderly operations and provide the best possible work environment, PACT expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The

following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Supplying false or misleading information when applying for employment or during employment
- Personal use of company credit cards
- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs or abuse of prescription drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- Failure or refusal to submit or consent to a required alcohol or drug test
- Fighting or threatening violence in the workplace
- Sleeping on the job
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned or patient-owned property
- Insubordination or other disrespectful conduct
- Engaging in unethical or illegal conduct
- Having a conflict of interest
- Violation of safety or health rules
- Smoking in prohibited areas
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism or tardiness or any absence without notice
- Unauthorized absence from work station during the workday
- Unauthorized use of telephones, mail system, or other employer-owned equipment
- Unauthorized disclosure of business "secrets" or confidential proprietary information
- Conduct that reflects adversely upon you or PACT
- Making or publishing false or malicious statements concerning an employee, supplier, patient, or PACT
- Violation of personnel policies
- Unsatisfactory performance or conduct or performance or conduct that does not meet the requirements of the position
- Other circumstances which warrant discipline

702 Drug and Alcohol Use

Effective Date: 4/1/2014

It is PACT's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a safe and satisfactory manner.

While on PACT's premises and while conducting business-related activities off PACT's premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

703 Sexual and Other Unlawful Harassment

Effective Date: 4/1/2014

PACT is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, disability, sexual orientation, or any other legally protected characteristic will not be tolerated.

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of sexual harassment examples:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters.
- Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations.
- Physical conduct that includes touching, assaulting, or impeding or blocking movements.

Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission or rejection of the conduct is used as a basis for making employment decisions; or, (3) the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

If you experience or witness sexual or other unlawful harassment in the workplace, report it immediately to your manager or supervisor in your department. If they are unavailable or you believe it would be inappropriate to contact that person, you should immediately contact your Human Resource

Director or Chief Operating Officer or any other member of management. You can raise concerns and make reports without fear of reprisal or retaliation.

All allegations of sexual harassment will be quickly and discreetly investigated. To the extent possible, your confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, you will be informed of the outcome of the investigation.

Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment must immediately advise the Human Resource Director or any member of management so it can be investigated in a timely and confidential manner. Upon completion of the investigation, if necessary, corrective measures will be taken. These measures may include, but are not limited to: training, counseling, warning, suspension, or immediate dismissal. Anyone, regardless of position or title, found through investigation to have engaged in improper harassment will be subject to discipline up to and including discharge.

PACT prohibits any form of discipline or retaliation for reporting in good faith the incidents of harassment in violation of this policy, pursuing any such claim or cooperating in the investigation of such reports.

704 Attendance and Punctuality

Effective Date: 4/1/2014

Updated: 2/1/2017

To maintain a safe and productive work environment, PACT expects employees to be reliable and to be punctual in reporting for scheduled work. Employees are also expected to take lunch times within the time limits set by your supervisor.

Tardiness

Tardiness results when the employee arrives 7 or more minutes past their starting time. Employees who arrive late may not be allowed to make up lost time without advance approval from their supervisor. Chronic tardiness including time within the 7 minutes may be dealt with through Progressive Discipline.

Reporting Tardiness

If an employee is going to be late, they are to notify their supervisor immediately through the approved process per each division. Employees are not to call in for other employees or call employees notifying them that they will be out.

Planned and Unplanned Absences

Absences are counted as either Planned or Unplanned. Planned absences are paid leave time approved before the time taken. In order to qualify as planned time off, employees must request time off a minimum of two (2) business days in advance through the time system and have received the approval

of their supervisor.

Unplanned absences are paid leave time taken off with less than two (2) business days advanced notice. For unplanned absences you must use any form of paid leave. If there is no paid leave available, it will be unpaid time and will result in disciplinary action up to and including termination. More than three unplanned absences that include using PTO or any form of paid time other than hours worked on a rolling calendar basis may be considered excessive and subject to disciplinary action up to and including termination.

Reporting Unplanned Absence

If an employee is not able to come to work for their entire shift, the employee is to contact their supervisor per the divisions call out procedure. Upon returning to work, the employee is to enter the time into the system.

Early Departure

Early departure is leaving work before the end of a scheduled shift that has not been requested 2 business days in advance. Any employee leaving work early the day of must request permission in writing from the supervisor and wait for a response prior to their departure except in extreme emergencies. Upon returning to work, the leave is to be entered into the time system by the employee.

Employees are reminded that medical or any other type of personal appointments should be made outside of an employee's work shift, whenever possible.

No Call – No Show

Employees who fail to report to work or call to report their absence for three (3) consecutive days will be considered to have voluntarily resigned from their position.

705 Personal Appearance

Effective Date: 4/1/2014 - ADDENDUM 9/12/14

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image PACT presents to patients and visitors.

During business hours or when representing PACT, you are expected to present a clean, neat, and professional appearance. You should dress and groom yourself according to the requirements of your position and accepted social standards. This is particularly true if your job involves dealing with patients or visitors in person.

Dress code for clinical employees:

- Scrub pants, solid or subtle printed scrub tops, or solid or small patterned jerseys.
- A scrub jacket or lab coat over the uniform is acceptable.
- Other clothing, hooded sweatshirts, outerwear or jean jackets, sleeveless tops, jeans, resort

wear or any clothing bearing an obvious or inappropriate logo or insignia are prohibited at all times.

- Jewelry should be conservative in nature, neat and appropriate. Body art Tattoos and piercing other than ears, must be out of sight or covered.
- Footwear should be white or solid professional shoes, or white sneakers.
- A name tag will be provided to each employee and should be worn at all times.
- Fingernails should be 3/8 inch or less (white portion) in length, clean and well-manicured.
- Nail polish, if worn must be of a single color and free of cracks and chips.

Non-clinical employees may wear business attire. Each department may have specific reasonable dress code appropriate to the job you perform. Consult your supervisor if you have questions as to what constitutes appropriate appearance.

In consideration of patient and team member sensitivity, PACT recommends that employees refrain from the use of perfumes and colognes or limiting the use to light scents.

706 Return of Property

Effective Date: 4/1/2014

Employees are responsible for all PACT property, materials, or written information issued to them or in their possession or control.

All property must be returned by employees on or before their last day of work. Where permitted by applicable laws, PACT may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. PACT may also take all action deemed appropriate to recover or protect its property.

707 Security Inspections

Effective Date: 4/1/2014

PACT wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, PACT prohibits the possession, transfer, sale, or use of such materials on its premises. PACT requires the cooperation of all employees in administering this policy.

While on PACT's premises, employees have no expectation of privacy in their belongings or in workplace areas which include, but are not limited to, offices, cubicles, work locations, PACT's provided or designated parking areas, desks, computers, lockers, rest or eating areas, or vehicles engaged in PACT's operations, and any personal belongings on or in any of the above.

Desks, lockers, and other storage devices may be provided for the convenience of employees but remains the sole property of PACT. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of PACT at any time, either with or without prior notice.

PACT likewise wishes to discourage theft or unauthorized possession of the property of employees, PACT, visitors, and patients. To facilitate enforcement of this policy, PACT or its representative may inspect not only desks and lockers but also persons entering and/or leaving the premises and any packages or other belongings. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto PACT's premises.

708 Solicitation

Effective Date: 4/1/2014

In an effort to ensure a productive and harmonious work environment, persons not employed by PACT may not solicit or distribute literature in the workplace at any time for any purpose.

PACT recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time.

Employee bulletin board is provided to employees to post – charitable purposes, no religious or political activities are permitted.

In addition, the posting of written solicitations on PACT's bulletin boards is prohibited. Bulletin boards are reserved for official organization communications on such items as:

- Affirmative Action statement
- Postings required by law
- Employee announcements
- Internal memoranda
- Job openings
- Organization announcements
- Payday notice
- Postings required by law
- Workers' compensation insurance information
- State disability insurance/unemployment insurance information

709 Drug Testing /Background Checks

Effective Date: 4/1/2014

Updated: 2/1/2017

PACT requires all new hires to have a background check done after offer has been accepted and before their start date.

PACT conducts OIG checks yearly. If an employee is found to not clear this check, they will be terminated immediately.

PACT may require an employee to conduct a drug test if the employee is observed and believed to be under the influence of drugs or alcohol by two members of management. If the employee refuses they may be subject to termination immediately.

710 Progressive Discipline

Effective Date: 4/1/2014

Updated: 2/1/2017

The purpose of this policy is to state PACT's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. By administering progressive discipline, PACT expects the employee to correct the behavior, prevent recurrence, and prepare the employee for satisfactory behavior in the future.

Although employment with PACT is based on mutual consent and both the employee and PACT have the right to terminate employment at will, with or without cause or advance notice, PACT may use progressive discipline at its discretion.

Progressive disciplinary process is as follows:

Verbal warning – the employee is issued a verbal warning. This may be documented in writing for tracking purposes

Written warning – formal written warning

Termination -The employee is terminated

Though these steps occur in order, there may be instances depending on the severity of the problem when one or more steps are bypassed. Once the employee is put on progressive discipline it entails any and all policy violations.

Upon being placed on progressive discipline an employee will receive in writing the type of warning and reason. Employees are asked to sign for acknowledgement purposes and a copy will be filed in the employee personnel file.

711 Workplace Bullying and Gossip Policy

Effective Date: 4/1/2014

Updated: 2/1/2017

PACT defines bullying as “repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of

work and/or in the course of employment. Such behavior violates PACT's Code of Ethics which clearly states that all employees will be treated with dignity and respect.

The purpose of this policy is to communicate to all employees, including supervisors, managers and executives that PACT will not in any instance tolerate bullying behavior. Employees found in violation of this policy will be disciplined, up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant, and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior upon the individual which is important. PACT considers the following types of behavior examples of bullying:

- Verbal Bullying: slandering, ridiculing or maligning a person or his/her family; persistent name calling which is hurtful, insulting or humiliating; using a person as butt of jokes; abusive and offensive remarks.
- Physical Bullying: pushing; shoving; kicking; poking; tripping; assault, or threat of physical assault; damage to a person's work area or property
- Gesture Bullying: non-verbal threatening gestures, glances which can convey threatening messages
- Exclusion: socially or physically excluding or disregarding a person in work-related activities In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:
 - Persistent singling out of one person
 - Shouting, raising voice at an individual in public and/or in private
 - Using verbal or obscene gestures
 - Not allowing the person to speak or express him/herself (i.e., ignoring or interrupting).
 - Personal insults and use of offensive nicknames
 - Public humiliation in any form
 - Constant criticism on matters unrelated or minimally related to the person's job performance or description
 - Ignoring/interrupting an individual at meetings
 - Public reprimands
 - Repeatedly accusing someone of errors which cannot be documented
 - Deliberately interfering with mail and other communications
 - Spreading rumors and gossip regarding individuals
 - Encouraging others to disregard a supervisor's instructions
 - Manipulating the ability of someone to do their work (e.g., overloading, underloading, withholding information, setting meaningless tasks, setting deadlines that cannot be met, giving deliberately ambiguous instructions)
 - Inflicting menial tasks not in keeping with the normal responsibilities of the job
 - Taking credit for another person's ideas
 - Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave
 - Deliberately excluding an individual or isolating them from work-related activities (meetings, etc)

- Gossip
- Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property)

712 Open Door Policy

Effective Date: 4/1/2014

Updated: 2/1/2017

PACT is committed to encouraging an open atmosphere in which any problem, complaint, suggestion, or question receives a timely response from PACT's supervisors and management. If an employee has an idea about work policy and process they can express their idea through the open door policy.

If a situation occurs where employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to make use of the following steps. The employee may discontinue the procedure at any step.

1. Employee presents problem to immediate supervisor after incident occurs. If supervisor is unavailable or employee believes it would be inappropriate to contact that person, employee may present problem to any other member of management. Management may request the item in writing from the employee.
2. Supervisor responds during discussion or after consulting with appropriate management, when necessary. Supervisor documents discussion and will advise the employee of the resolution in a timely fashion
3. Employee contacts HR Director in writing if the problem is still unresolved after the agreed upon date and appropriate follow up by the supervisor.
4. Human Resource Director reviews and considers problem and notifies appropriate executives. HR Director informs employee of the decision and forwards copy of written response to Department Manager for employee's file. The Chief Operating Officer has full authority to make any adjustment deemed appropriate to resolve the problem.
5. The Chief Operating Officer and Human Resource Director will review with the CEO, if necessary.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment.

713 Fraternalization Policy

Effective Date: 2/1/2017

Employees may date and develop friendships and relationships both inside and outside of the workplace as long as the relationships do not negatively impact work. Any relationship that interferes

with the work environment or the productivity of employee's will be addressed by progressive discipline. This includes employees who have relationships with patients, vendors, and clients. Behavior that affects the workplace that arises because of personal relationships will not be tolerated.

The exception to this policy relates to managers and supervisors. An employee in a supervisory or above position that develops personal relationships with employees who report to him or her may be perceived as favoritism, misuse of authority, or potentially, sexual harassment.

Additionally, for the same reasons and because of the loss of employer flexibility and employee options, no employee may date another employee who either directly or indirectly reports into one another. Additionally, any fraternization with any employee whose terms and conditions of employment such as pay raises, promotions, and advancement are potentially affected by the manager is prohibited. Already established relationships as of January 1, 2017 such as marriage do not apply for purposes of this policy.

The fraternization that is prohibited by this policy includes dating, romantic involvement, and sexual relations; close friendships are discouraged in any reporting relationship. Under no circumstances may a manager date, become romantically involved with, or have sexual relations with a reporting employee.

If a manager decides to pursue a close relationship with an employee, client, patient, or vendor he or she needs to inform their manager and Human Resources immediately. The company will then decide what, if any, actions are necessary to take in regard to assignments and jobs.

In instituting this dating or fraternization policy, it is not our goal to interfere with the development of coworker friendships and relationships. This policy is not intended to prevent employees from forming close personal or romantic relationships with colleagues or peers. The policy identifies when these relationships are appropriate and when they are not.

714 Keys to Offices

Effective 2/1/2017

Under no circumstances is an employee to make a copy of any key or key fob that provides access to any PACT, LLC or PACT MSO, LLC location, office, supply cabinet, etc. Only authorized personnel are to make keys and key fobs. Employees are to check with their supervisor should they need a duplicate or replacement. Employees who have misplaced their keys or key fobs are to notify their supervisor immediately.

715 Domestic Violence Leave

PACT, LLC offers leave from employment for victims of family violence. The company follows the Connecticut Law, Conn. Gen. Stat. § 31-51ss(b) (2015):

If an employee is a victim of family violence, the company permits the employee to take paid or unpaid leave during any calendar year in which such leave is reasonably necessary to:

- (1) seek medical care or psychological or other counseling for physical or psychological injury or disability for the victim

(2) obtain services from victim services organization on behalf of the victim

(3) relocate due to such family violence

(4) participate in any civil or criminal proceeding related to or resulting from such family violence

The company limits unpaid leave under this section to twelve days during any calendar year. Leave under this section shall not affect any other leave provided under state or federal law. The company will not pay any additional paid leave outside of what the employee is eligible for.

If an employee's need for leave is foreseeable, the company requires advance notice, not to exceed seven days prior to the date of leave. If leave is not foreseeable, the employee is to give notice of such intention of leave as soon as possible.

Section VIII. MISCELLANEOUS

801 Professional Development

Effective Date: 4/1/2014

In order to maintain the high standards of quality at PACT, all Employees must keep abreast of the constant changes in their respective professions, especially those imposed by government agencies and by private policy making groups.

A high level of program cooperation is expected from all employees participating in professional development activities. This will pertain to employee attendance, as well as implementing the instruction and course material. A record of professional development activity will be placed in each staff member's personnel file.

Failure to successfully complete instructional or certification programs may subject the employee to disciplinary corrective action, up to and including termination of their employment status with PACT.

The Chief Operating Officer will generally make decisions on professional development. He/she may approve attendance at professional development activities within guidelines set by PACT.

802 Recycling

Effective Date: 4/1/2014

PACT supports environmental awareness by encouraging recycling and waste management in its business practices and operating procedures. This support includes a commitment to the purchase, use, and disposal of products and materials in a manner that will best utilize natural resources and minimize any negative impact on the earth's environment.

PACT encourages reducing and, when possible, eliminating the use of disposable products. Source reduction decreases the consumption of valuable resources through such workplace practices as:

- Communication through computer networks with email
- Reusing paper clips, folders, and binders
- Reusing packaging material
- Turning off lights when not in use

By recycling, PACT is helping to solve trash disposal and control problems facing all of us today.

803 Lockers

Effective Date: 4/1/2014

Employees who are provided with lockers are encouraged to utilize them for the storage of all personal belongings. PACT will not be held accountable for theft of personal property.

804 Supplies and Medications

Effective Date: 4/1/2014

The contents of PACT's offices are for the sole purpose of conducting medical and business matters. No office property should leave any office for any reason whatsoever without the written consent of the Chief Operating Officer. Employees using office property and supplies for personal use will be subject to disciplinary action, up to and including termination.

805 Housekeeping

Effective Date: 4/1/2014

PACT is proud of its offices and takes further pride in keeping them neat and clean. Quality patient care demands an extra measure of hygiene and cleanliness. While it may not be an employee's responsibility to clean the facility, PACT certainly expects participation in caring for the areas in which the employee works.

Patient care areas are also important. Any time an employee sees anything in those areas that needs to be picked up, wiped off, cleaned up, or vacuumed up, please help by getting it done as soon as possible: This also applies to the staff kitchen areas and the employee(s) assigned to the kitchen for that week will be expected to keep the room clean, neat and hygienic. Schedules are posted in all kitchens for kitchen cleanup.

In addition to the above, personal work areas are to be free of clutter and no food or drink is allowed at any work station.

806 Employee Parking

Effective Date: 4/1/2014

Updated: 2/1/2017

All employees are required to park in designated areas in locations where it is required. Where necessary, reasonable accommodations may be made to a person with a disability.

**PACT
EMPLOYEE ACKNOWLEDGEMENT FORM**

The employee handbook describes important information about PACT, LLC. I understand that I am to consult the Human Resources Director regarding any questions not answered in the handbook.

I have entered into my employment relationship with PACT voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or PACT can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur, except to PACT's policy of employment-at-will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the Chief Operating Officer and the Human Resources Director has the ability to adopt any revisions to the policies in this handbook.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal

document. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

EMPLOYEE'S NAME (printed): _____

EMPLOYEE'S SIGNATURE: _____

DATE: _____