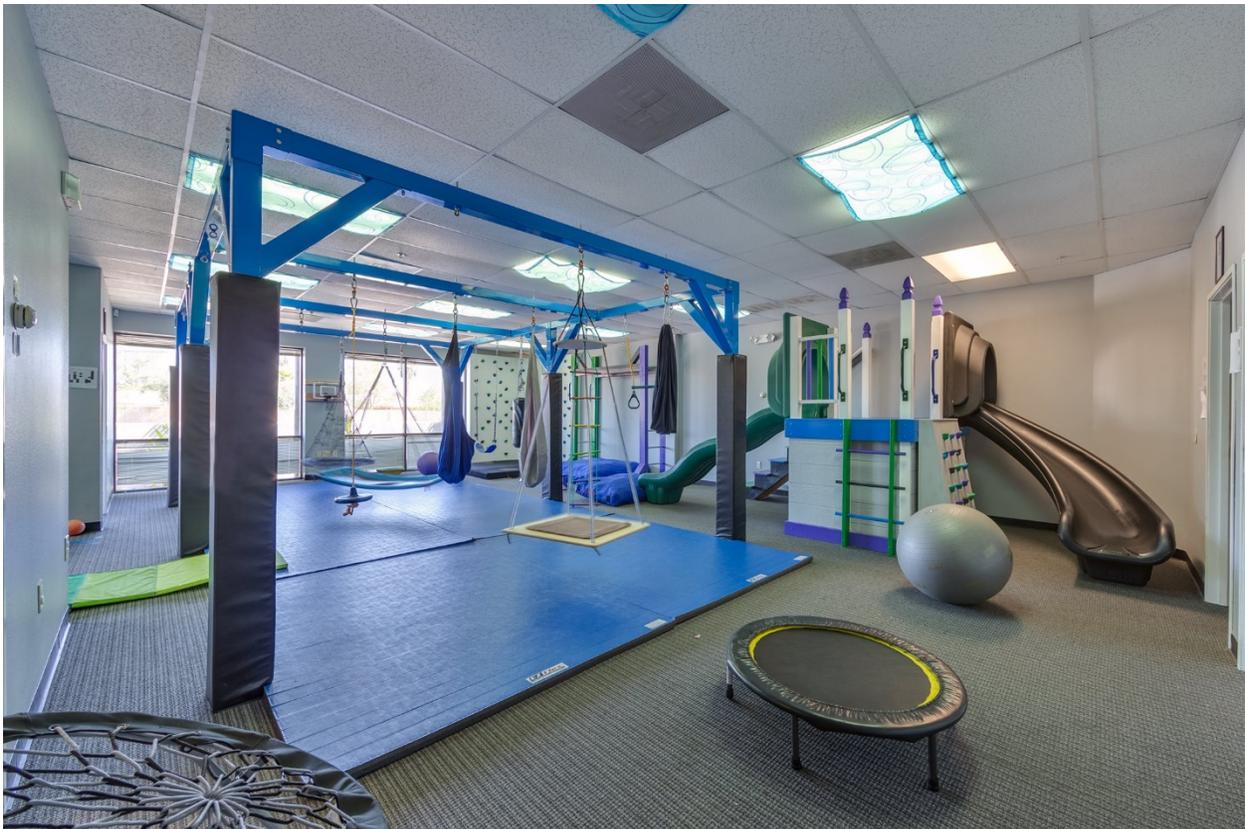




2451 E. Baseline Rd STE 300/420 Gilbert, AZ 85234

Employee/Contractor Handbook

A Guide for Our Employees and Independent Contractors



Acknowledgement of Receipt of A Brighter Avenue, L.L.C. Employee/Independent Contractor Handbook

I acknowledge that I have received a copy of the A Brighter Avenue, L.L.C.'s (further known as the Company) Employee/Independent Contractor Handbook ("Handbook"). I understand that I am responsible for reading and abiding by all policies and procedures in this Handbook, as well as all other policies and procedures of the Company. Copies of the Handbook may be found on the company website at www.abrighterave.com/provider or you may request a printed copy. All printed copies are to be picked up in the administrative office and will not be mailed.

I also understand that the purpose of this Handbook is to inform me of the Company's policies and procedures, and that it is not a contract of employment. Nothing in this Handbook provides any entitlements to me or to any Company employee, nor is it intended to create contractual obligations of any kind. I understand that the Company has the right to change any provision of this Handbook at any time and that I will be bound by any such changes.

Signature

Date

Full Name (please print)

Please sign and date one copy of this acknowledgement and return it to your Village Director. Retain a second copy for your reference.

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Welcome

It is our privilege to welcome you to A Brighter Avenue, L.L.C. We wish you every success in your new job, and we hope that you quickly feel at home. This Handbook was developed to describe some of the expectations we have for all of our employees and contractors and what you can expect from us. We hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome!

Joni Stricker
CEO/President

Introduction

This Employee Handbook (“Handbook”) is a compilation of personnel policies, practices and procedures currently in effect at A Brighter Avenue, L.L.C. (“Company”).

The Handbook is designed to introduce you to our Company, familiarize you with Company policies, provide general guidelines on work rules, benefits and other issues related to your employment, and help answer many of the questions that may arise in connection with your employment.

This Employee Handbook is not a contract of employment, and does not create a contract of employment. Like most American companies, A Brighter Avenue, L.L.C. generally does not offer individual employees formal employment contracts with the Company. This Handbook does not create a contract, expressed or implied, guaranteeing you any specific term of employment, nor does it obligate you to continue your employment or independent 1099 contractor agreement for a specific period of time. The purpose of the Handbook is simply to provide you with a convenient explanation of present policies and practices at the Company. This Handbook is an overview or a guideline. It cannot cover every matter that might arise in the workplace. For this reason, specific questions regarding the applicability of a particular policy or practice should be addressed to your Director of Provider Relations, via your assigned village. Please see your Welcome Package for more information regarding who this contact is.

The Company reserves the right to modify any of our policies and procedures, including those covered in this Handbook, at any time. We will seek to notify you of such changes by email and other appropriate means. However, such a notice is not required for changes to be effective.

Part 1 – General Employment Policies and Practices

Equal Employment Opportunity

The Company is an equal opportunity employer. We will extend equal opportunity to all individuals without regard to race, religion, color, sex (including pregnancy, sexual orientation and gender identity), national origin, disability, age, genetic information, or any other status protected under applicable federal, state, or local laws. Our policy reflects and affirms the Company’s commitment to the principles of fair employment and the elimination of all discriminatory practices. Details of our equal employment opportunity policies are further explained in Part 2.

Your Employment Relationship with the Company

Like most American companies, A Brighter Avenue, L.L.C generally does not offer individual employees a formal employment contract with the Company. Employment is “at will,” meaning that you or the Company may end your employment at any time for any lawful reason. Also, if you are an independent contractor, or 1099, then you are not an actual employee of A Brighter Avenue, L.L.C; however, you will still be required to follow all the rules and policies in this handbook, or your agreement to work with the Company will be cancelled.

This Employee Handbook is not a contract. It does not create any agreement, expressed or implied, guaranteeing you any specific terms or conditions of employment. Nothing contained in this Handbook should be construed as creating a contract guaranteeing employment for any specific duration, nor does the Handbook obligate you to continue your employment for a specific period of time. Unless you have entered into an employment agreement that supersedes this document, either you or the Company may terminate the employment relationship at any time. The Handbook does not guarantee any prescribed process for discipline and discharge.

No manager or other representative of the Company, other than the CEO/President or other authorized top executive, has the authority to enter into any agreement guaranteeing employment for any specific period. No such agreement shall be enforceable unless it is in writing and signed by the President and the employee.

Recruitment and Hiring

The Company's primary goal when recruiting new employees is to fill vacancies with persons who have the best available skills, abilities, or experience needed to perform the work. Decisions regarding the recruitment, selection, and placement of employees are made based on job-related criteria. When positions become available, qualified current employees are encouraged and are welcome to apply for the position. As openings occur, notices relating general information about the position are posted. The manager of the department with the opening will arrange interviews with employees who apply.

We encourage current employees to recruit new talent for our Company.

Employment Classifications

The following terms will be used to describe employment classifications and status:

Exempt Employees

Exempt employees are not subject to the overtime pay provisions of the federal Fair Labor Standards Act (FLSA). An exempt employee is one whose specific job duties and salary meet all of the requirements of the U.S. Department of Labor's regulations. In general, an exempt employee is one who is paid on a salary basis at not less than \$455 per week who holds an administrative, professional, or management position. Certain outside sales persons and a few other job categories are also exempt.

Non-Exempt Employees

Salaried employees who are not administrative, professional, or managerial employees (as defined by the U.S. Department of Labor) and many hourly employees are generally not exempt from the FLSA's overtime provisions.

Full-Time Employees

Full-time employees are those who are regularly scheduled to work at least *40 hours* per week that are not hired on a temporary basis.

Part-Time Employees

Part-time employees are those who are regularly scheduled to work fewer than *40 hours* per week that are not hired on a temporary basis. Part-time employees are not eligible for Company paid benefits, with the exception of the 401(k) plan, as required by law. Any employee who works 1,000 hours per year or more may participate in the 401(k) plan.

Temporary Employees

Employees hired for an interim period of time, usually to fill in for vacations, leaves of absence, or projects of a limited duration. Temporary employees are not eligible for Company paid benefits, except as required by law.

Orientation and Training

To help you become familiar with the Company and our way of doing things, the Company will provide an orientation and training session within the first few days after you begin work. Some of the content of the session will depend in large part on the nature of your responsibilities, while other parts will be applicable to all employees. In addition, the Company may periodically offer additional training or educational programs. Some programs may be voluntary, while others will be required.

Immigration Law Applicable to All Employees

The Company complies with the Immigration Reform and Control Act of 1986 by employing only U.S. citizens and non-citizens who are authorized to work in the United States. All employees are asked on their first day of work to provide original documents verifying the right to work in the United States and to sign a verification form required by federal law (Form I-9). If you cannot verify your right to work in the United States within three (3) days of hire, the Company is required by law to terminate your employment.

Hours of Work

The workweek for administrative positions is generally from *Monday through Thursday* with normal operating hours from *8:00 a.m. to 4:00 p.m.*, with one hour for lunch. On *Friday*, the administrative office is open from *8:00 a.m. to 11:30 a.m.*, with no lunch. The clinic's hours will be based upon the needs of our clients. Independent Contractors (1099's) hours will be based on their own schedule as well as the needs of the clients they are matched with.

Flex Time and Telecommuting

The Company recognizes that many employees need flexibility in work schedules in order to meet child care and other needs. Core hours are *9:00 a.m. to 3:00 p.m.* and all employees should try to be at work during those hours. You may schedule your *eight (8) hour* work day as you choose, if the nature of your job permits such flexibility and your supervisor approves your schedule.

The Company also offers employees the opportunity to telecommute, with prior approval. Not all jobs are suitable for telecommuting. While telecommuting, you must be available and reachable.

Overtime

Because of the nature of our business, your job may periodically require overtime work. If the Company requires that you work overtime, we will give you as much advance notice as possible. You should not work overtime hours without prior approval by your immediate supervisor or the designated manager. Overtime is only available to Non-Exempt employees. Exempt employees and Independent Contractors (1099's) are not eligible for overtime.

Attendance and Punctuality

It is important for you to report to work on time and to avoid unnecessary absences. The Company recognizes that illness or other circumstances beyond your control may cause you to be absent from work from time to time. However, frequent absenteeism or tardiness may result in disciplinary action, up to and including discharge. Excessive absenteeism or frequent tardiness puts an unnecessary strain on your co-workers and can have a negative impact on the success of the Company.

You are expected to report to work when scheduled. Whenever you know in advance that you are going to be absent, you should notify your immediate supervisor or the designated manager. If your absence is unexpected, you should attempt to reach your immediate supervisor as soon as possible, but in no event later than one hour before you are due at work. In the event your immediate supervisor is unavailable, you must speak with a manager. If you must leave a voicemail, you must provide a number where your supervisor may reach you if need be.

You are expected to be at your workstation at the beginning of each business day. If you are delayed, you must call your immediate supervisor to state the reason for the delay. As with absences, you must make every effort to speak directly with a manager. Regular delays in reporting to work will result in disciplinary action up to and including discharge.

Independent Contractors – Although you make your own schedule, based on the needs of the client you are matched with, you are still expected to arrive on time, and not have any unscheduled absences. If you are not able to make a scheduled appointment, you must provide notice to the client's guardian as soon as possible. If you have excessive absences and tardiness, you may be removed from that client, and your agreement to work with A Brighter Avenue, L.L.C may be cancelled.

Inclement Weather

The Company is open for business unless there is a government-declared state of emergency or unless you are advised otherwise by your supervisor. There may be times when we will delay opening, and on rare occasions, we may have to close. Use common sense and your best judgment when traveling to work in inclement weather.

In the event that the Company's facilities are closed by the Company or the government, employees will be paid for the day. If the Company's facilities are open and you are delayed getting to work or cannot get to work at all because of inclement weather, the absence may be unpaid if you are a Non-Exempt employee.

Dress Code and Public Image

As an employee of the Company or as an independent contractor representing the Company, we expect you to present a clean and professional appearance when you represent us, whether you are in or outside of the office. You are, therefore, required to dress in appropriate business attire and to behave in a professional, businesslike manner.

The current Company dress code is business casual. Please keep in mind, however, that the Company is a professional business office, where clients and others often visit. Generally, clean, neat clothing is acceptable. However, torn jeans or other torn clothing and tee shirts with inappropriate verbiage or pictures are not appropriate casual attire. As always, please use common sense in your choice of business attire.

It is the intent of this policy to comply with applicable state, local and federal laws prohibiting discrimination on the basis of color, race, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, disability, age, genetic information and any other status protected under such laws.

Tattoos are permitted; however, if they may potentially cause offense to colleagues or clients, then they must be covered.

Jewelry should be minimal and appropriate for wearing to work. Visible body piercings must be kept to a minimum and where possible, discreet in size. Please keep in mind that when working with a client, it may not be appropriate to where jewelry, depending on any behavior issues that the client may have.

Personal Hygiene

Employees are expected to maintain a high level of personal hygiene at all times and failure to do so will be brought to an individual's attention by their manager. Body and mouth odors should be addressed by being freshly showered and the use of deodorants and mouth wash before the start of a working day.

Please limit your use of perfumes or other fragrances. Many of our clients are allergic or sensitive to strong smells. Please keep this in mind when applying perfumes, colognes, or lotions that are strongly scented.

Workspace

Employees are responsible for maintaining the workspace assigned to them. A clean, orderly workspace provides an environment conducive to working efficiently. Employees should keep in mind that their workspace is part of a professional environment that portrays the Company's overall dedication to providing quality service to its clients. Therefore, your workspace should be clean, organized and free of items that are not required to perform your job.

Office Equipment

Certain equipment is assigned to staff depending on the needs of the job, such as a phone, personal computer, printer and access to our central computers and servers. This equipment is the property of the Company and cannot be removed from the office without prior approval from your supervisor. The Company expects that you will treat this equipment with care and report any malfunctions immediately to staff members equipped to diagnose the problem and take corrective action.

Personnel Records

It is important that the Company maintain accurate personnel records at all times. You are responsible for notifying your immediate supervisor or your Village Director of any change in name, home address, telephone number, immigration status, or any other pertinent information. By promptly notifying the Company of such changes, you will avoid compromise of your benefit eligibility, the return of W-2 / 1099 forms, returns of any mailed paychecks, or similar inconveniences.

Performance Reviews, Salary Reviews

You will have your first performance review at the end of your first *[three (3) months]* of employment with the Company. Thereafter, performance reviews will normally be conducted annually on or about your anniversary date. All performance reviews will be completed in writing by your supervisor or manager on the form designated by the Company, and reviewed during a conference with you. Factors considered in your review include the quality of your job performance, your attendance, meeting the requirements of your job description, dependability, attitude, cooperation, compliance with Company employment policies, any disciplinary actions, and year-to-year improvement in overall performance. Compensation increases are given by the Company at its discretion in consideration of various factors, including your performance review, and are at no time guaranteed.

Internet Access

Access to the Internet is given principally for work-related activities or approved educational/training activities. Incidental and occasional personal use and study use is permitted. This privilege should not be abused and must not affect the employee's performance of employment-related activities.

Right to Monitor

The Company email and Internet system is at all times the property of the Company. By accessing the Internet, Intranet and electronic mail services through facilities provided by the Company, you acknowledge that the Company (by itself or through its Internet Service Provider) may from time to time monitor, log and gather statistics on employee Internet activity and may examine all individual connections and communications. Please note that the Company uses email filters to block spam and computer viruses. These filters may from time to time block legitimate email messages.

Email

The email system is the property of the Company. All emails are archived on the server in accordance with our records retention policy, and all emails are subject to review by the Company. You may make limited use of our email system for matters involving your own personal business, so long as such use is kept to a minimum and does not interfere with your work.

The Company email system is Company property, and as such, is subject to monitoring. System monitoring is done for your protection and the protection of the rights or property of the provider of these services. Please consider this when conducting personal business using Company hardware and software.

Electronic mail is like any other form of Company communication and may not be used for harassment or other unlawful purposes. Your email account is a Company-provided privilege and is Company property. Remember that when you send email from the Company domain, you represent the Company whether your message is business-related or personal.

Confidentiality of Electronic Mail

As noted above, electronic mail is always subject to monitoring, and the release of specific information is subject to applicable laws and Company rules, policies and procedures on confidentiality. Existing rules, policies and procedures governing the sharing of confidential information also apply to the sharing of information via commercial software.

Responsibilities and Obligations

Employees may not access, download or distribute material that is illegal, or which others may find offensive or objectionable, such as material that is pornographic, discriminatory, harassing, or an incitement to violence.

You must respect and comply with copyright, trademark and similar laws, and use such protected information in compliance with applicable legal standards. When using web-based sources, you

must provide appropriate attribution and citation of information to the websites. Software must not be downloaded from the Internet without the prior approval of qualified persons within the Company.

Violation of this Policy

In all circumstances, use of Internet access and email systems must be consistent with the law and Company policies. Violation of this policy is a serious offense and, subject to the requirements of the law, may result in a range of sanctions, from restriction of access to electronic communication facilities to disciplinary action, up to and including termination.

Social Media

The term “social media” includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else’s web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board, or a chat room, whether or not associated or affiliated with the Company, as well as any other form of electronic communication. The same principles and guidelines found in the Company rules, policies and procedures apply to an employee’s social media activities online.

Any conduct that adversely affects an employee’s job performance or the performance of fellow employees, or otherwise adversely affects the Company’s legitimate business interests, may result in disciplinary action, up to and including termination. Similarly, inappropriate postings, including but not limited to discriminatory remarks, harassment and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may result in disciplinary action, up to and including termination. However, this restriction will not apply to any postings made in the exercise of any rights granted to an employee by federal law.

Telephones

Access to the Company telephone system is given principally for work-related activities or approved educational/training activities. Incidental and occasional personal use is permitted. This privilege should not be abused and must not affect the employee’s performance of employment-related activities. Telephone usage should be based upon cost-effective practices that support the Company’s mission and should comply with applicable rules and regulations.

You should use common sense and your best judgment when making or receiving personal cellular phone calls at work. To the extent possible, employees should make personal cell phone calls during their breaks or lunch times. The use of cameras on cell phones during work hours is prohibited to protect the privacy of the Company as well as of fellow employees. However, this restriction will not apply to any recordings made in the exercise of any rights granted to an employee by federal law.

The Company telephone system is at all times the property of the Company. By accessing the telephone system through facilities provided by the Company, you acknowledge that the Company has the right to monitor its telephone system from time to time to ensure that employees are using the system for its intended purposes.

The Company prohibits the use of hand-held cellular devices while driving. Employees are strongly encouraged to use a hands-free cellular device while driving, should the use become a necessity in the course of employment. Sending and/or receiving text messages is expressly prohibited while operating any vehicle.

Smoking

In order to provide a safe and comfortable working environment for all employees, smoking is strictly prohibited at all times inside any Company building.

Drug-Free Workplace

The Company takes the problem of drug and alcohol abuse seriously and is committed to providing a substance abuse-free workplace for its employees. Substance abuse of any kind is inconsistent with the behavior expected of our employees, subjects all employees and visitors to our facilities to unacceptable safety risks, and undermines our ability to operate effectively and efficiently. The Company has adopted a formal policy related to substance abuse. A copy of the complete policy is contained in this Handbook.

Substance Abuse

The Company recognizes alcohol and drug abuse as potential health, safety and security problems. The Company expects all employees to assist in maintaining a work environment free from the effects of alcohol, drugs or other intoxicating substances. Compliance with this substance abuse policy is made a condition of employment, and violations of the policy may lead to discipline and/or discharge.

All employees are prohibited from engaging in the unlawful manufacture, possession, use, distribution or purchase of illicit drugs, alcohol or other intoxicants, as well as the misuse of prescription drugs on Company premises or at any time and any place during working hours. While we cannot control your behavior off the premises on your own time, we certainly encourage you to behave responsibly and appropriately at all times. All employees are required to report to their jobs in appropriate mental and physical condition, ready to work.

Substance abuse is an illness that can be treated. Employees who have an alcohol or drug abuse problem are encouraged to seek appropriate professional assistance. You may inform your immediate supervisor, designated manager, or Village Director for assistance in seeking help to address substance abuse.

When work performance is impaired, admission to or use of a treatment or other program does not preclude appropriate action by the Company.

Any violator of this substance abuse policy will be subject to disciplinary action up to and including termination of employment.

Safety and Accident Rules

Safety is a joint venture at the Company. We strive to provide a clean, hazard-free, healthy, safe environment in which to work, and we make every effort to comply with all relevant federal,

state and local occupational health and safety laws, including the federal Occupational Safety and Health Act. As an employee, you have a duty to comply with the safety rules of the Company, and you are expected to take an active part in maintaining this hazard-free environment. You must observe all posted safety rules, adhere to all safety instructions provided by your supervisor, and use safety equipment where required. Your workspace should be kept neat, clean and orderly. You are required to report any accidents or injuries – including any breaches of safety – and to promptly report any unsafe equipment, working condition, process or procedure to a supervisor. In addition, if you become ill or get injured while at work, you must notify your manager immediately. Failure to do so may result in a loss of benefits under the state workers' compensation law.

Failure to abide by the Company's safety and accident rules may result in disciplinary action, up to and including termination.

Workplace Violence Prevention Policy

As stated above, the Company is committed to the safety and security of our employees. Workplace violence presents a serious occupational safety hazard to our organization, staff, and clients.

Workplace violence includes any physical assault or act of aggressive behavior occurring where an employee performs any work-related duty in the course of his or her employment, including but not limited to an attempt or threat, whether verbal or physical, to inflict physical injury upon an employee; any intentional display of force which would give an employee reason to fear or expect bodily harm; intentional and wrongful physical contact with a person without his or her consent that entails some injury; or stalking an employee with the intent of causing fear of material harm to the physical safety and health of such employee when such stalking has arisen through and in the course of employment.

Acts of violence by or against any of our employees where any work-related duty is performed will be thoroughly investigated and appropriate action will be taken, including involving law enforcement authorities when warranted. All employees are responsible for helping to create an environment of mutual respect for each other as well as clients and visitors, following all policies, procedures and practices, and for assisting in maintaining a safe and secure work environment.

Promotions and Transfers

In an effort to match you with the job for which you are most suited and/or to meet the business and operational needs of the Company, you may be transferred from your current job. This may be either at your request or as a result of a decision by the Company.

Reasons for transfer may include, but are not necessarily limited to, fluctuations in department workloads or production flow; a desire for more efficient utilization of personnel; increased career opportunities; personality conflicts; health; other personal situations; or other business reasons.

Part 2 – Anti-Discrimination & Harassment

Discrimination Is Prohibited

The Company is an equal opportunity employer and makes all employment decisions without regard to race, religion, color, sex (including pregnancy, sexual orientation and gender identity), national origin, disability, age, genetic information, or any other status protected under applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits, compensation and training. We seek to comply with all applicable federal, state and local laws related to discrimination and will not tolerate the interference with the ability of any of the Company's employees to perform their job duties.

The Company makes decisions concerning employment based strictly on an individual's qualifications and ability to perform the job under consideration, the comparative qualifications and abilities of other applicants or employees, and the individual's past performance within the organization.

If you believe that an employment decision has been made that does not conform with management's commitment to equal opportunity, you should promptly bring the matter to the attention of your immediate supervisor, designated manager, or Human Resources. Your complaint will be promptly, thoroughly and impartially investigated. There will be no retaliation against any employee who files a complaint in good faith, even if the result of the investigation produces insufficient evidence to support the complaint.

Americans with Disabilities Act

The federal Americans with Disabilities Act (ADA) prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, fringe benefits, job training, and other terms, conditions and privileges of employment. The ADA does not alter the Company's right to hire the best-qualified applicant, but it does prohibit discrimination against a qualified applicant or employee because of his or her disability, or because of a perceived disability. As a matter of Company policy, the Company prohibits discrimination of any kind against people with disabilities.

Disabled Defined

An applicant or employee is considered disabled if he or she (1) has a physical or mental impairment that substantially limits one or more major life activities; (2) has a record or past history of such an impairment; or (3) is regarded or perceived (correctly or incorrectly) as having such impairment.

A qualified employee or applicant with a disability is an individual who satisfies the requisite skill, experience, education and other job-related requirements of the position held or desired, and who, with or without reasonable accommodation, can perform the essential functions of that position.

Reasonable Accommodation

A reasonable accommodation is any change in the work environment (or in the way things are usually done) to help a person with a disability apply for a job, perform the duties of a job, or enjoy the benefits and privileges of employment.

Qualified applicants or employees who are disabled should request reasonable accommodation from the Company in order to allow them to perform a particular job. If you are disabled and you desire such reasonable accommodation, contact your immediate supervisor, designated manager, or Village Director. On receipt of your request we will meet with you to discuss your disability. We may ask for information from your health care provider(s) regarding the nature of your disability and the nature of your limitations or take other steps necessary to help us determine viable options for reasonable accommodation. We will then work with you to determine whether your disability can be reasonably accommodated, and if it can be accommodated, we will explore alternatives with you and endeavor to implement a mutually agreeable accommodation.

Reasonable accommodation may take many forms and it will vary from one employee to another. Please note that according to the ADA, the Company does not have to provide the exact accommodation you want, and if more than one accommodation works, we may choose which one to provide. Furthermore, the Company does not have to provide an accommodation if doing so would cause undue hardship to the Company.

Workplace Harassment

The Company is committed to providing a work environment that provides employees equality, respect and dignity. In keeping with this commitment, the Company has adopted a policy of “zero tolerance” with regard to employee harassment. Harassment is defined under federal law as unwelcome conduct that is based on race, color, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful where: (1) enduring the offensive conduct becomes a condition of continued employment; or (2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

This policy applies to all aspects of your employment. Harassment of any other person, including, without limitation, fellow employees, contractors, visitors, clients or customers, whether at work or outside of work, is grounds for immediate termination. The Company will make every reasonable effort to ensure that its entire community is familiar with this policy and that all employees are aware that every complaint received will be promptly, thoroughly and impartially investigated, and resolved appropriately. The Company will not tolerate retaliation against anyone who complains of harassment or who participates in an investigation.

Sexual Harassment

Sexual harassment is prohibited by federal, state and local laws, and applies equally to men and women. Federal law defines sexual harassment as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when the conduct: (1) explicitly or implicitly affects a term or condition of an employee’s employment; (2) is used as the basis for employment decisions affecting the employee; or (3) unreasonably interferes with

an employee's work performance or creates an intimidating, hostile or offensive working environment.

Such conduct may include but is not limited to: subtle or overt pressure for sexual favors; inappropriate touching; lewd, sexually oriented comments or jokes; foul or obscene language; posting of suggestive or sexually explicit posters, calendars, photographs, graffiti, or cartoons; and repeated requests for dates. Company policy further prohibits harassment and discrimination based on sex stereotyping. (Sex stereotyping occurs when one person perceives a man to be unduly effeminate or a woman to be unduly masculine and harasses or discriminates against that person because he or she does not fit the stereotype of being male or female.) The Company encourages reporting of all perceived incidents of sexual harassment, regardless of who the offender may be. Every employee is encouraged to raise any questions or concerns with his or her immediate supervisor, designated manager, or Village Director.

Supervisors' Responsibilities

All managers are expected to ensure that the work environment is free from sexual and other harassment. They are responsible for the application and communication of this policy within their work areas. Managers should:

- Encourage employees to report any violations of this policy *before* the harassment becomes severe or pervasive.
- Make sure the Village Director is made aware of any inappropriate behavior in the workplace.
- Create a work environment where sexual and other harassment is not permitted.

Procedures for Reporting and Investigating Harassment

Employees should report incidents of inappropriate behavior or sexual harassment as soon as possible after the occurrence. Employees who believe they have been harassed, regardless of whether the offensive act was committed by a manager, co-worker, vendor, visitor, or client, should promptly notify their immediate supervisor, designated manager, or Village Director. If the employee's immediate supervisor is involved in the incident, the employee should report the incident to the Village Director. The Company takes claims of harassment seriously, no matter how trivial a claim may appear. All complaints of harassment, sexual harassment, or other inappropriate sexual conduct will be promptly, thoroughly and impartially investigated by the Company.

The Company prohibits retaliation against any employee who files or pursues a harassment claim. To the extent possible, all complaints and related information will remain confidential, except to those individuals who need the information to investigate, educate, or take action in response to the complaint.

All employees are expected to cooperate fully with any ongoing investigation regarding a harassment incident. Employees who believe they have been unjustly charged with harassment can defend themselves verbally or in writing at any stage of the investigation.

To protect the privacy of persons involved, confidentiality will be maintained throughout the investigatory process to the extent practicable and appropriate under the circumstances.

Investigations may include interviews with the parties involved, and, where necessary, individuals who may have observed the alleged conduct or who may have relevant knowledge.

At the conclusion of a harassment investigation, the complainant and the alleged “harasser” will be informed of the determination.

Penalties for Violation of Anti-Harassment Policy

If it is determined that inappropriate conduct has occurred, the Company will act promptly to eliminate the offending conduct, and take such action as is appropriate under the circumstances. Such action may range from counseling to termination of employment and may include such other forms of disciplinary action (such as, for example, suspension), as the Company deems appropriate under the circumstances and in accordance with applicable law.

Part 3 – Compensation

Payroll Practices

Employees are paid semi-monthly on or about the 15th of the month and the last day of the month. This is normally the 30th or the 31st. If the regularly scheduled payroll date falls on a weekend, the Company will attempt to deliver paychecks on Friday. When a payroll date falls on a holiday, employees will, when possible, be paid on the last business day before the holiday. Otherwise, employees will be paid on the first business day following the scheduled payroll date.

Independent Contractors will only be paid for time that is billable to DDD. If time worked is not billable for some reason, then it will not be paid. This is part of the agreement that you signed upon your initial start with the Company. As an Independent Contractor, you are self-employed. You will submit billing to the Company either once or twice a month, and payment will be made on normal pay dates. If your time is not turned in by the proper due date, then it will be paid on the next normal scheduled pay time. The Company may choose to process an off-cycle check in between normal pay dates, but this is not required by the Company. If you do not follow the process required to submit your billing, then payment will not be made. Payment may be withheld if paperwork is not completed as required per your agreement to work in conjunction with the Company.

Salary Deductions and Withholding

The Company may withhold the following from your paycheck:

Taxes

Federal, state and local taxes, as required by law, as well as the required FICA (Social Security and Medicare) payments. (W2 Employees only)

Insurance

Your contribution to health insurance or other insurance premiums for yourself and any eligible family members or to other contributory benefit programs. (W2 Employees only)

Other Deductions

Other deductions which you authorize, as well as any overpayments and corrections to pay will be deducted as needed. Independent Contractors will only be paid for time that is billable to DDD. If the time is billed and paid to the Independent Contractor, and DDD then denies the claim, the unapproved pay will be deducted from the Independent Contractor's next paycheck. If there are no more paychecks, then the Independent Contractor will be invoiced for the adjustment.

Direct Deposit

You may have your paycheck deposited directly into your bank account. You will be given the authorization form for deposit by your immediate supervisor, designated manager, or Village Director. You may also find the form on our website at www.abrighterave.com/billing. Click on the Direct Deposit button, and a form will appear for you to complete. Once you submit the form, it will go directly to the payroll department for processing. This may take one to two pay periods to process.

If you make a change to the account you are using for your Direct Deposit, please notify the payroll department immediately. Please be sure that you do not close your old account until you see that your payroll is being deposited into your new account. If you close your old account too quickly, we may not have time to stop your payroll from going to your old account. If this happens, then we will have to wait until your old bank rejects the deposit and sends it back to us. This could take up to two weeks and will delay you getting paid.

Part 4 – Benefits

General

This section describes the benefits provided by the Company and information on your eligibility for benefits. Details regarding each benefit plan are contained in the Company's Benefit Booklet. Benefit plans governed by the federal Employee Retirement Income Security Act (ERISA) may be further described in formal summary plan descriptions or other legal documents, which are available for your review via your Village Director.

Full-time employees and Independent Contractors (limited eligibility) are eligible to participate in the various insurance programs offered by the Company on their first day of employment. Periodically there will be an Open Enrollment period (described below). If you decline to participate in these programs on your initial eligibility date, you may request entry into the plan during Open Enrollment or Special Enrollment (described below).

Medical Insurance

The Company offers medical insurance to all full-time employees and Independent Contractors and is 100% paid by the Employee or Independent Contractor. The Company will not subsidize any portion of the insurance. Details of the plans may be found via your Village Director. This Handbook does not constitute a legal document ensuring you have medical coverage. The Company offers medical and dental coverage for eligible employees and their eligible dependents. These programs are administered by a major medical insurance carrier or health

maintenance organization (HMO). Fees for the coverage will be deducted from your paycheck based on your benefit selections for all W2 employees. For Independent Contractors, the fee will be billed on a monthly basis to the credit card of your choice. Your Summary Plan Description (SPD) contains more details about these plans. For more details, please refer to the specific SPD that governs each of the plans. In the event of any conflict between the information contained in this Handbook and in the Company's SPDs, the SPDs shall govern. These plans are subject to change at the Company's discretion. Additionally, the amount that you may be required to contribute towards the premiums for any of these plans may be changed at the Company's discretion.

Employee Contributions

The Company's benefit package is contributory; that is, you are responsible for 100% of the premium for your benefits. For W2 employees, your contributory cost is deducted from your paycheck on a pre-tax basis. For Independent Contractors, it is billed to your credit card post tax.

Open Enrollment

At the time you are hired, you are given an opportunity to elect certain benefits. If you waive participation in any of these programs for either yourself or your eligible dependents, you will generally be allowed to apply for entry into the various plans only during Open Enrollment.

The Open Enrollment period allows employees to add to or change their benefits coverage. Applications for medical and dental may be submitted during this period. Changes, additions and other elections made during Open Enrollment will take effect on the effective date following the Open Enrollment period. Once you have made a change, you generally cannot change that selection until the next Open Enrollment period (except in the case of certain life events; see Special Enrollment).

Special Enrollment

Special enrollment allows individuals who previously declined coverage to enroll in the plan upon loss of eligibility for other coverage and upon certain life events, such as marriage and the birth, adoption, or placement for adoption of a child. Employees must generally request enrollment within 30 days of the loss of coverage or life event triggering the special enrollment. For specific details regarding special enrollment, please refer to your Summary Plan Description.

Continuation of Health Coverage

Federal law generally requires employers with 20 or more employees to give employees, spouses and dependent children the right to continue group health benefits for limited periods of time under certain circumstances, such as voluntary or some types of involuntary job loss, reduction in hours worked, death, divorce and other life events. Employees ordinarily may continue their health coverage for up to 18 months when their employment is terminated.

Dental Insurance

The Company offers a dental plan for eligible employees. Please refer to the dental Summary Plan Description for an explanation of the plan benefits and limitations.

Workers' Compensation Insurance

To provide for payment of your medical expenses and for partial salary continuation in the event of a work-related accident or illness, you are covered by workers' compensation insurance, provided by the Company and based on state regulations. (Worker's Compensation only pertains to actual W2 employees of the Company. Independent Contractors are not covered under this since they are self-employed.) The amount of benefits payable, as well as the duration of payments, depends upon the nature of your injury or illness. However, all medical expenses incurred in connection with an on-the-job injury or illness and partial salary payments are paid in accordance with applicable state law. If you are injured or become ill on the job, you must immediately report the injury or illness to your manager and your Village Director. This ensures that the Company can help you obtain appropriate medical treatment. Your failure to follow this procedure may delay your benefits or may even jeopardize your receipt of benefits. Questions regarding workers' compensation insurance should be directed to your Village Director.

Part 5 – Holidays, Vacation and Other Leave

Paid Time Off (PTO) a.k.a. Vacation

The purpose of Paid Time Off (PTO) is to provide employees with flexible paid time off from work that can be used for such needs as vacation, personal or family illness, doctor appointments, school, volunteerism, and other activities of the employee's choice. The company's goal is to reduce unscheduled absences and the need for supervisory oversight.

Full-time (W2 only) employees earn vacation time as follows:

| | |
|-----------------------------------------------------------|----------------------------------------|
| <i>1st year of employment through 2nd year</i> | <i>Two (2) weeks (3.33 hours p/p)</i> |
| <i>3rd year through 7th year of employment</i> | <i>Three (3) weeks (5 hours p/p)</i> |
| <i>7th year of employment and following</i> | <i>Four (4) weeks (6.67 hours p/p)</i> |

In addition, some positions may start at a higher tier based on education, experience, and/or duties. This will be determined by executive administration.

Part-time employees and Independent Contractors are not eligible for vacation time.

Guidelines for PTO Use

Each full-time employee will accrue PTO semi-monthly in the increments listed above. PTO is added to the employee's PTO bank when the semi-monthly paycheck is issued. PTO taken will be subtracted from the employee's accrued time bank in 15-minute (0.25) increments.

Eligibility to accrue PTO is contingent on the employee either working or utilizing accrued PTO for the entire pay period. PTO is not earned in pay periods during which unpaid leave, short or long term disability leave (if applicable), or workers' compensation leave are taken.

Employees may use time from their PTO bank for absences as needed. The time that is not covered by the PTO policy, and for which separate guidelines and policies exist, include company paid holidays, bereavement time off, required jury duty, and military service leave.

To take PTO requires two days of notice to the supervisor and Human Resources unless the PTO is used for legitimate, unexpected illness or emergencies. In all instances, PTO must be approved by the employee's supervisor in advance.

Paid Time Off (PTO) Exceptions

- Employees who miss more than three consecutive unscheduled days may be required to present a doctor's release to the Human Resources department that permits them to return to work.
- PTO taken in excess of the PTO accrued must be granted by Human Resources or the company president.
- PTO accrued prior to the start of a requested and approved unpaid leave of absence must be used to cover hours missed before the start of the unpaid leave.
- Unscheduled absences, due to illnesses of four hours or more, that result in consecutive days absent from work, are considered one absence incident in relation to potential disciplinary action.
- Progressive disciplinary action relative to incidents of absenteeism is administered on a rolling 12-month calendar as follows:
 - One - three incidents: No disciplinary action. Supervisory coaching.
 - Fourth incident: Verbal warning with a documented coaching session
 - Fifth incident: Written warning in the employee's file
 - Sixth incident: Employment termination
 - An employee who receives a second written warning in a rolling 24-month time period will have his or her employment terminated.

Any employee who misses two consecutive days of work without notice to their supervisor may be considered to have voluntarily quit their job.

Employees are paid for the PTO they have accrued at employment end. If an employee has used PTO time not yet accrued, and employment terminates, the PTO taken is deducted from the final paycheck. Employees who give two weeks' notice of employment termination must work the two weeks without utilizing PTO. If proper notice is not given, then the remaining PTO time is forfeited and will not be paid to the employee. Proper notice is defined as written notice provided to both the employee's direct manager and Human Resources at least two weeks prior to the last day. Employees who are unwillingly terminated by the Company will have their remaining PTO paid to them on their last pay check.

PTO Carryover

Each employee may carry one year's worth of accrued PTO (based on their current tier) over into a new calendar year. Employees are responsible for monitoring and taking their PTO over the course of a year so that they do not lose time accrued when the current calendar year ends.

If extenuating business circumstances prevented the employee from taking scheduled PTO, this PTO may be carried over and taken in the first half of the next calendar year with the approval of the department head and Human Resources. This is only for time that was not approved during December. The employee must make every effort to take their time before December so there are no issues.

PTO Request Procedure

You should submit requests for vacation time to your supervisor as soon as you know when you wish to schedule your vacation, but in no event less than two weeks prior to the time requested. Vacation requests are approved by your immediate supervisor. Vacation time is coordinated so that sufficient staff is always available to provide adequate coverage, and there may be Company-wide or department-specific “blackout dates,” as necessary. Vacation requests are granted on a first-come, first-served basis. In the event of a conflict in vacation requests, your supervisor will consider the Company’s staffing needs during the relevant period, as well as the length of service with the Company of the employees involved.

Holiday Pay

Full-Time Employees are entitled to the following paid federal holidays:

- New Year’s Day
- Martin Luther King, Jr. Day
- Washington’s Birthday (President’s Day)
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran’s Day
- Thanksgiving Day
- Christmas Day

Part-Time Employees and Independent Contractors are not eligible for Holiday pay. If the office is open for the Holiday, and you are asked to work, you will be allowed to take another day off, within the same pay period.

Personal/Sick Leave

Earned paid sick time is leave time that is compensated at the same hourly rate (but no less than minimum wage) and with the same benefits, including health care benefits, that an employee would have received for the work hours during which earned paid sick time is used. Generally, employees may use earned paid sick time in the following circumstances:

- Medical care or mental or physical illness, injury, or health condition of the employee or any of the employee’s family members (see the definition of “family member” in Arizona Revised Statutes § 23-371 to see who qualifies as a family member);

- A public health emergency affecting the employee or a family member of the employee pursuant to Arizona Revised Statutes § 23-373; and
- An absence due to domestic violence, sexual violence, abuse, or stalking involving the employee or any of the employee’s family members (see the definition of “family member” in Arizona Revised Statutes § 23-371 to see who qualifies as a family member)

You are not required to give any specific reason for using your personal/sick time. However, when you do take personal/sick time you should give your immediate supervisor as much advance notice as possible.

The Company complies with Arizona State Law. At this time, the Company has more than 15 W2 employees; therefore, employees will accrue 1 hour of paid sick time for every 30 hours worked. The maximum accrual for the year is 40 hours. Also, employees may not use more than 40 hours of paid sick leave per year. Employees begin accruing paid sick time upon hire. If the employee has any unused earned sick time at the end of the year, up to the employee’s yearly eligible amount may be rolled over into the next year. All used sick time must be noted on the employee’s timesheet. If there is not enough sick time to cover the absence, then Paid Time Off (PTO) may be used as well.

Independent Contractors are not eligible for paid sick time.

Notification Procedures

When you are absent from work and your absence has not been previously scheduled, you must personally notify your immediate supervisor or manager as soon as you are aware that you will be late or unable to report to work. Leaving a voicemail or message with another staff member does not qualify as notifying your supervisor.

When absence is due to illness, the Company reserves the right to require appropriate medical documentation. Such documentation includes the employee’s name, the date and time the employee was seen, and if applicable, a specific instruction regarding the employee’s incapacity to perform his or her job. Excessive absenteeism or tardiness can result in discipline, up to and including discharge.

Bereavement Leave

Employees will receive up to three days of paid time off in the event of the death of a member of their immediate family. Immediate family includes spouses, domestic partners, children, parents, parents-in-law, brothers or sisters, and brothers-in-law or sisters-in-law.

Military Service Leave

Employees serving in the uniformed services, including the Army, Navy, Marine Corps, Air Force, Coast Guard and Public Health Service commissioned corps, as well as the reserve components of each of these services, may take unpaid military leave, as needed, to enable them to fulfill their obligations as servicemembers. Servicemembers must provide advance written or verbal notice to the Company for all military duty, unless giving notice is impossible,

unreasonable, or precluded by military necessity. Employees should provide notice as far in advance as is reasonable under the circumstances.

Family and Medical Leave

The company has fewer than 50 W2 employees and is not required to offer Family Medical Leave (FMLA). If you have an urgent medical situation for yourself or your family members that would normally be covered under FMLA, please contact your manager or your Village Director as soon as possible. Although the Company does not offer FMLA, we do understand that there are times that you will need to care for yourself or a family member. We will work with you to make reasonable accommodations as much as possible.

Break Time for Nursing Mothers

The federal Fair Labor Standards Act (FLSA) allows employees to take reasonable, unpaid break time to express breast milk as needed for up to one (1) year after the birth of a child. The Company will provide a place for the employee to express breast milk, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public. Employees will not be discharged or in any other manner discriminated against in exercising their rights under this policy.

Civic Duty Leave

Jury Duty

The Company encourages employees to fulfill their civic duties. To that end, employees will be allowed leave to serve on a jury, if summoned. We request that you give us a copy of your summons notice as soon as you receive it, so that we may keep it on file. If you are called during a particularly busy period, we may ask you to request a postponement. The Company will provide additional documentation in this regard, if necessary, to obtain such postponement.

Jury duty can last from a portion of a single day to several months or more. During this time you will be considered on a leave of absence and will be entitled to continue to participate in insurance and other benefits as if you were working. While serving on jury duty, you are expected to call in to your supervisor periodically to keep him or her apprised of your status.

The Company will compensate full-time employees for the difference between jury duty compensation and your current daily pay for the first *five (5) days* of jury service (or in accordance with applicable law, if different). If additional time is required, it will be granted, but may be without pay, depending if you are an Exempt or Non-Exempt employee. Independent Contractors are not eligible for this. As an Independent Contractor, you must contact your client's guardian and your Village Director if you will be absent due to Jury Duty. If you will be out for an extended period of time, then your client may be re-assigned, temporarily or permanently, to another Independent Contractor.

Appearance as a Witness

An employee called to appear as a witness will be permitted time off to appear, but may be without pay, depending on your Exempt or Non-Exempt status. Independent Contractors are not eligible for pay for this time. Only time billable to DDD will be paid to Independent Contractors.

Voting

The Company encourages all employees to vote. Most polling facilities for elections for public office have hours that are scheduled to accommodate working voters. The Company, therefore, requests that employees schedule their voting for before or after their work shifts. An employee who expects a conflict, however, should notify his or her supervisor, in advance, so that schedules can be adjusted if necessary.

Part 6 – Miscellaneous

Leaving the Company

If you wish to resign your employment with the Company, we request that you notify your manager of your anticipated departure date at least two (2) weeks in advance. This notice should be in the form of a written note or letter. For Independent Contractors, please provide as much notice as possible. This will help us to provide a replacement to the clients that you are working with; hopefully, providing continuous service, with no break in care.

The Company asks all employees to participate in an exit interview with their immediate supervisor prior to leaving the Company. This provides an opportunity to keys and other Company property, as well as tie up any loose ends. You will receive preliminary information at that time regarding continuation coverage and any other continuation of benefits for which you may be eligible.

If you leave the Company in good standing, you may be considered for reemployment at a later date. However, in the case of rehiring, the Company may consider you to be a new employee with respect to benefits and seniority.