



imara
COUNSELING
SERVICES

EMPLOYEE
HANDBOOK

13 SECTIONS

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Live peacefully!





SECTION 1

HANDBOOK PROTOCOLS

Introduction

Purpose of Handbook

Handbook Updates

SECTION 1

HANDBOOK PROTOCOLS

1.1 Introduction

Imara Counseling Services works with adults, teenagers, children older than five years, and couples in all stages of their relationships. We strive to ensure every one of our clients is seen, heard, and understood. Imara Counseling Services provides quality care designed to empower and promote wellness for individuals, families, and communities for various mental, behavioral, and psychosocial concerns through a rewarding and profound process of change and self-discovery to experience transformation.

1.2 Purpose of Handbook

This Handbook is designed to inform employees of Imara Counseling Services, LLC (“Imara”) and establish our expectations of our employees. This Handbook is not a contract, express or implied, guaranteeing employment, nor guaranteeing it for any length of time. The language in this Handbook is not intended to constitute contractual terms and conditions of employment. It should not be construed as expressed or implied contractual agreements between Imara and our employees.

1.3 Handbook Updates

From time to time, we may amend or revise, supplement, or rescind any policies or any portion of this Handbook as may be appropriate or needed. Employees will be notified of such changes to the Handbook as they occur. Employees will be required to acknowledge their receipt and understanding of any updates as they occur by signing a Handbook Acknowledgement Form.

We will distribute newly updated copies of the Handbook to employees as there are updates or changes to the Handbook; however, it is an employee's responsibility to be up-to-date on the new or revised Handbook policies. Email, posted notices, announcements, and memos may also inform employees of added, revised, or withdrawn policies.

Imara reserves the right to unilaterally revise, suspend, revoke, terminate or change any of its policies, in whole or in part, at its sole discretion. This Handbook supersedes and replaces any and all personnel policies and manuals previously distributed, made available or applicable to employees.



SECTION 2

HIRING AND EMPLOYMENT

At-Will Employment

Rights as an Employer

Job Description

Background and Reference Checks

Re-Employment

Outside Employment

SECTION 2

HIRING AND EMPLOYMENT

2.1 At-Will Employment

Employment with Imara is at will. That means that either you or Imara can terminate your employment at any time for any reason. You are not guaranteed employment for any specified period of time.

Nothing in this Employee Handbook, nor any other policy, or any oral or written statement made by Imara or anyone representing Imara should be construed as an implied or explicit contract or guarantee of employment or to change the nature of your employment from anything other than at-will. We retain at all times the right to change, modify, revise or alter policies, benefits, or other conditions of employment and to hire, transfer, discipline, separate from employment, and otherwise manage employees as is appropriate, with or without cause, with or without notice, at any time, except as otherwise expressly provided by law.

2.2 Rights as an Employer

At all times, Imara strives to provide exceptional care and service to our clients while creating an exceptional place for our employees to work. To that end, we reserve as our prerogative at any time, without prior notice, to:

- a. Establish, administer and change wages and benefits;
- b. Establish policies, practices, and procedures;
- c. Direct and discipline our workforce;
- d. To determine the specific qualifications for each position;
- e. To make decisions regarding recruitment, hiring, training, assignment, transfer, promotion, demotion, termination, layoff, recall, and retirement of employees;
- f. To establish standards of services to be rendered, and who shall perform the work and at what rate;
- g. To determine whether the work shall be performed in-house, by sub-contract, or otherwise;
- h. To take action to maintain the health and security of our clients and staff and office space, including, without limitation, conducting inspections, searches, and investigations per applicable law;
- i. To establish starting and ending times, the number of hours, shifts, and overtime to be worked;
- j. To discontinue and close down part or all of the Practice;
- k. To take whatever action is necessary to operate, alter, grow, reduce or close the business.

2.3 Job Description

Job descriptions are provided based on outlining expectations, duties, and responsibilities within an employee's Offer Letter. They are used in conjunction with employee performance reviews, goal setting, career development, and compensation changes.

The Clinical Director shall review the job description, duties, and responsibilities with the clinical employee when being hired, and the Program Director will do so with non-clinical employees. We require new employees to sign a copy of their job descriptions to be maintained in their employee files.

2.4 Background and Reference Checks

Imara shall perform both a background and a reference check on all clinical staff, including employees, contractors, students, and volunteers, before making an offer to hire.

2.5 Re-Employment

An employee who leaves Imara may be considered eligible for re-employment with Imara provided that:

- a. The employee can verify that they had a satisfactory record and were in good standing upon original separation from Imara;
- b. The employee was not terminated for cause or separated from Imara of their own volition and submitted their original notice of resignation with the proper notice to Imara;

- c. The employee's qualifications are suitable for the vacant position with Imara.

2.6 Outside Employment

- a. If employees want to pursue outside employment in addition to their role at Imara, they are required to first consult with David Defoe. Any question of propriety regarding such employment must be first discussed with Imara to ensure the propriety of any considered outside employment. Outside employment may be permitted so long as the outside employment:
 - Does not prevent the employee from handling their duties with Imara or prevent them from meeting performance expectations and standards expected of them as an employee of Imara;
 - The outside employment does not conflict with their position or duties as an employee of Imara.
 - The outside employment does not conflict with any non-compete or other document signed by the employee as part of their employment with Imara.
 - Imara shall have the right to make any final decisions related to this policy and may, at its discretion, grant permission to an employee despite these provisions. Any approval must be granted in advance by David Defoe.
- b. Employees are also prohibited from revealing information learned at Imara regarding techniques, policy, programs and so forth to any external individual or entity, whether a competitor or not.



SECTION 3

EQUAL EMPLOYMENT OPPORTUNITIES

Equal Employment Opportunity

Non-Harassment/Non-Discrimination

Sexual Harassment

Disability Discrimination

Religious Accommodations

Accommodations for Pregnancy and Childbirth

Lactation Policy

Reporting Reporting Harassment and Discrimination

No Retaliation

SECTION 3

EQUAL EMPLOYMENT OPPORTUNITIES

3.1 Equal Opportunity Employment

Imara is an equal opportunity employer and does not unlawfully discriminate against employees or applicants for employment based on race, color, religion, creed, sex, national origin, age, disability, marital status, veteran status, sexual orientation, sexual identity or any other status protected by applicable law. This policy applies to all terms, conditions and privileges of employment, including recruitment, hiring, placement, compensation, promotion, discipline and termination.

3.2 Non-Harassment Policy/ Non-Discrimination Policy

Each individual has a right to work in an environment that promotes equal employment opportunities and is free from discriminatory practices, including harassment. Imara prohibits discrimination or harassment based on race, color, religion, creed, sex, national origin, age, disability, marital status, veteran status, sexual orientation or sexual identity, or any other protected status.

Additionally:

- a. Consistent with its workplace policy of equal employment opportunity, Imara prohibits and will not tolerate harassment based on race, color, religion, creed, sex, national origin, age, disability, marital status, veteran status, sexual orientation or sexual identity, or any other status protected by applicable law.
- b. Discrimination includes, but is not limited to, making any employment decision or employment-related action based on a protected reason identified above.
- c. Harassment is generally defined as unwelcome verbal or non-verbal conduct based upon a person's protected characteristic that denigrates or shows hostility or aversion toward the person because of the characteristic and which affects the person's employment opportunities or benefits, has the purpose or effect of unreasonably interfering with the person's work performance, or has the purpose or effect of creating an intimidating, hostile or offensive working environment. Harassing conduct includes, but is not limited to, epithets; slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group based on their protected characteristic.
- d. Violations of any terms of this Section will not be tolerated.

3.3 Sexual Harassment

- a. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal, visual or physical conduct of a sexual nature when:
 - Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
 - Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
 - Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.
- b. Examples of sexual harassment include unwelcome or unsolicited sexual advances; displaying sexually suggestive material; unwelcome sexual flirtations, advances or propositions; suggestive comments; verbal abuse of a sexual nature; sexually oriented jokes; crude or vulgar language or gestures; graphic or verbal commentaries about an individual's body; display or distribution of obscene materials; physical contact such as patting, pinching or brushing against someone's body; or physical assault of a sexual nature.

3.4 Disability Discrimination

Imara's policy is to comply with all federal and state laws concerning the employment of persons with disabilities and act according to regulations and guidance issued by

the Equal Employment Opportunity Commission (EEOC). Furthermore, it is Imara's policy not to discriminate against qualified individuals with disabilities regarding application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

Imara will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation or if the accommodation creates an undue hardship to Imara. Contact David Defoe to request an accommodation or with any questions.

3.5 Religious Accommodations

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

- a. An employee whose religious beliefs or practices conflict with their job, work schedule, Imara's policy policies or practices, or other aspects of employment, and who seeks a religious accommodation must submit a written request for the accommodation to David Defoe. The written request must include the type of religious conflict that exists and the employee's suggested accommodation.

- b. David Defoe will evaluate the request, considering whether a work conflict exists due to a sincerely held religious belief or practice and whether a reasonable accommodation is available that would not create an undue hardship on Imara's business. An accommodation may be a job change, using paid leave or leave without pay, or allowing an exception to the dress and appearance code that does not affect safety requirements or other employment aspects.
- c. David Defoe will then meet with the employee to discuss the request and decision on an accommodation.

3.6 Accommodations for Pregnancy and Childbirth

The Maryland Human Relations Act requires employers to explore all possible means of providing reasonable accommodation to an employee with a disability caused or contributed to by pregnancy or childbirth so long as the accommodation does not impose an undue hardship on the employer. Additionally:

- a. A staff member who requires an accommodation related to pregnancy or childbirth should contact David Defoe. With supporting documentation from your health care provider, we will provide reasonable accommodation for disabilities related to pregnancy or childbirth unless doing so will cause undue hardship.

- b. Imara complies with all federal and state laws and regulations concerning breastfeeding and nursing mothers. For one year after the birth of a child, staff who are nursing mothers can take reasonable break periods during the workday to express breast milk for their children, unless break periods would cause Imara undue hardship. Additional possible accommodations might include, as is feasible, and are not limited to:
- Changing an employee's job duties;
 - Changing an employee's work hours;
 - Relocating an employee's work area;

3.7 Lactation Policy

Imara accommodates mothers who choose to continue breastfeeding after returning to work. Breastfeeding is a normal part of daily life for mothers and infants. Federal law entitles a lactating non-exempt employee to a reasonable break to express breast milk for her nursing child each time the employee needs to express milk. This entitlement extends for one year after the child's birth. Imara also:

- a. Will allow sufficient break time for breastfeeding employees to express milk at work. Imara will consider flexible schedules to accommodate an employee's needs. These breaks will be unpaid.

- a. Provide a private place (other than a bathroom) that is shielded from view and free from intrusion from coworkers and the public for an employee to use when expressing breast milk. If possible, the private space will be close to the employee's work area and include an electrical outlet for the use of an electric breast pump. When possible, Imara will ensure that employees know these workplace accommodations before maternity leave.

3.8 Reporting Harassment and Discrimination

Any employee who feels that they have been harassed or discriminated against or has witnessed or become aware of discrimination or harassment in violation of these policies should bring the matter to the immediate attention of Imara's Practice Manager. The Practice Manager will promptly investigate all allegations of discrimination and harassment and take action as appropriate based on the outcome of the investigation. Imara will take appropriate action based on the outcome of the investigation.

3.9 No Retaliation

No employee will be retaliated against for making a complaint in good faith regarding a violation of these policies or for participating in good faith in an investigation according to these policies. If an employee feels they have been retaliated against, they should file a complaint using the above procedures.



SECTION 4

OFFICE POLICIES

Professional Conduct

Dress Code

Pay Day

Company Property

Privacy

Personnel File

Confidentiality of Protected Health Information

Electronic Health Records System

Computer, Email and Internet Usage

Personal Calls and Cell Phones

Social Media

SECTION 4

OFFICE POLICIES

4.1 Professional Conduct

Imara expects its employees to adhere to professional conduct and integrity standards. This ensures that the work environment is safe, comfortable and productive. Employees should be respectful, courteous, and mindful of 'others' feelings and need. General cooperation between coworkers and supervisors is expected. Individuals who act in an unprofessional manner may be subject to disciplinary action.

4.2 Dress Code

An employee's personal appearance and hygiene reflect Imara's character. Employees are expected to dress appropriately for their work responsibilities and position. Clothing should be free from tears, rips or stains and should not contain offensive words or messages. Employees are also expected to abide by this policy and dress appropriately when conducting client telehealth sessions.

4.3 Pay Day

The following are Imara's policies regarding pay day and pay checks:

- a. Paychecks are distributed on the 15th and the last day of each calendar month. Employees shall be paid electronically through Imara's payroll system.
- b. The paycheck will reflect work performed for the previous period. Paychecks include salary or wages earned less any mandatory or elected deductions. Mandatory deductions include federal or state withholding tax and other withholdings for insurance and retirement. Elected deductions are deductions authorized by the employee and may include, for example, contributions to benefit plans. Imara provides health insurance, including vision and dental, and supplemental insurance through Aflac.
- c. Employees may contact David Defoe to obtain the necessary authorization forms for requesting additional deductions from their paychecks.
- d. Employees must notify David Defoe if their paycheck appears to be inaccurate or if it has been misplaced. Imara reserves the right to charge a replacement fee for any lost paychecks. Advances on paychecks are not permitted. Information regarding final paychecks can be found under the termination section of this Handbook.

4.4 Company Property

Company property must be used in the manner for which it was intended. Company property, such as equipment, vehicles, telephones, computers, and software, is not for private use. These devices are to be used strictly for company business and are not permitted off grounds unless authorized. Upon termination, employees are required to surrender any company property they possess.

Employees are reminded that they should have no expectation of privacy in using company computers or other electronic equipment. Additionally:

- a. Imara provides all employees with company-owned Chromebooks to use during their employment with Imara. The provisions of this Section shall apply to an employee's use of the company-provided Chromebook.
- b. Company computers, internet, and emails are privileged resources and must be used only to complete essential job-related functions. Employees are not permitted to download any “pirated” software, files or programs and must receive permission from David Defoe before installing any new software on a company computer. Files or programs stored on company computers may not be copied for personal use.
- c. Phones are provided in-office for business use. Imara requests that employees not receive personal calls while on duty. If urgent, please keep personal calls to a minimum and conversations brief.

4.5 Privacy

Imara retains the right to access all company property, including computers, desks, file cabinets, storage facilities, and files and folders, electronic or otherwise, at any time. Employees should not entertain any expectations of privacy when using company property.

All documents, files, voicemails and electronic information, including emails and other communications, created, received or maintained on or through company property are the property of Imara, not the employee. Therefore, employees should have no expectation of privacy over those files or documents

4.6 Personnel Files

Imara maintains employee personnel records, and these files are kept confidential to the extent possible. Access to the information within them is restricted to those individuals who have a legitimate reason to review information in the file and as authorized by Imara.

It is important that personnel files accurately reflect each employee's personal information. This includes their name, address, phone numbers and contact information, mailing address, marital status, number of dependents, and emergency contact information. Employees are expected to inform Imara of any changes with their personal information. Employees must also keep Imara informed about any changes regarding their professional licensure, any issues, complaints, or other matters

affecting or involving their professional licensure, and any changes to their individual liability insurance coverage status. Imara's policy regarding the files is as follows:

- a. Imara is committed to its employees' personal right to privacy; employee records are confidential and shall not be released to any third party except as required by law, as authorized by an employee, or in furtherance of legitimate business purposes of the organization. Additionally, any health or confidential personal identifying information in an employee's record will not be released to any third party absent a prior written authorization signed by the employee. Records shall be retained for the time mandated by state and federal regulations.
- b. Imara shall not permit the copying or removal of any employee records unless there is a legitimate business reason to do so and unless otherwise authorized in writing by David Defoe.
- c. Any employee wishing to review the contents of their record shall be entitled to do so in the presence of an authorized representative of Imara. An employee shall submit a written request to the Practice Manager to schedule an appointment to review their record. A mutually agreeable time may then be set up for the employee to review their record.
- d. The employee record may not be removed or deleted by the employee. Employees may make notes regarding their personnel records, but may not alter, remove, or make copies of any information contained in the file.

4.7 Confidentiality of Protected Health Information

Imara has adopted a policy protecting our patients' privacy and confidentiality of protected health information (PHI). It is as follows:

- a. **Policy:** Each individual is required to maintain the confidentiality of all PHI. The private and confidential use of such information will be the responsibility of all individuals with job duties requiring access to PHI in the course of their jobs. Any violation of this policy is grounds for immediate attention.
- b. **Training:** All Imara employees are required to attend HIPAA training every two years. This will be handled and paid for by Imara. More details will be provided as needed.

4.8 Electronic Health Record System

Imara uses TherapyNotes for its electronic health record system (the "EHR") for scheduling, notes, and billing of all clients. All employees with a need for access shall be given such access.

All clinical employees must use Imara's EHR for all client files, notes, and recordkeeping; no other system is permitted without explicit prior written authorization from David Defoe.

4.9 Computer, Email, and Internet Usage

Imara has the following policies regarding the usage of internet, email, and computer systems:

- a. **Internet Usage:** Imara employees and staff are expected to use the internet responsibly and productively when in Imara's office(s). Internet access and use by employees and staff within our office(s) should be generally limited to job-related activities only. Job-related activities include research, and educational tasks that may be found via the internet would help the employee with their job duties or role(s) at Imara.

Imara may search any equipment and technology provided by Imara to employees and staff used to access the internet. Imara also reserves the right to monitor internet traffic and access the data composed, sent, or received through its online connections within our office.

- b. **Email Usage:** For employees who are provided an email address through Imara, certain expectations and protocols must be followed. Our email system should not be used to send emails containing content that may be deemed offensive. This includes, though is not restricted to, the use of vulgar or harassing language/images. In addition, Internet usage, websites, and downloads may be monitored or blocked by Imara if they are deemed harmful or not productive to business.

- c. It is also the expectation of Imara that employees who are provided a company email shall use the work email address for all work-related correspondences unless Imara grants prior approval.

4.10 Personal Calls and Cell Phones

Personal calls, text messaging, instant messaging, and personal social media use during work hours, regardless of the device used, can interfere with our employee's ability to be productive. The following is Imara's policy:

- a. While in Imara's office, employees are prohibited from using their cell phones illegally, in illicit, or in an offensive or harassing manner. Employees are also asked to refrain from taking pictures with cell phones, cameras, or other similar devices while within Imara's office.
- b. We ask all employees to be mindful of their use of their personal electronic devices. Imara reserves the right to review an employee's performance when there are issues with an employee's productivity due to excessive use of personal devices and social media sites during work hours.
- c. Imara shall also not be liable for the loss or theft of personal cellular phones or other electronic devices brought into the office.

4.11 Social Media

Imara understands that social media is a part of many employees' lives outside of work. However, social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, Imara has established these guidelines for the appropriate use of social media.

- a. Employees are expected to be fair and courteous to fellow associates, clients, Members, or other people who work on behalf of Imara. Employees are expected to refrain from using statements, photographs, videos or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, members, associates or suppliers, or that might constitute harassment or bullying.
- b. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment based on race, sex, disability, religion or any other status protected by law or company policy.
- c. In addition, the following general rules should be followed:
 - Employees are expected to maintain the confidentiality of Imara's trade secrets and private or confidential information. Trade secrets may include information regarding the development

of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.

- Do not create a link from your blog, website or other social networking sites to the Imara website.
- Express only your personal opinions. Never represent yourself as a spokesperson for Imara.
- Refrain from using social media while on work time or on equipment Imara provides unless it is work-related as authorized by your manager or consistent with Imara Equipment Policy. Do not use Imara email addresses to register on social networks, blogs or other online tools utilized for personal use.





SECTION 5

EMPLOYMENT CLASSIFICATION

Exempt Employees

Non-Exempt Employees

Part-time, Full-time, and Temporary Employees

SECTION 5

EMPLOYMENT CLASSIFICATION

5.1 Exempt Employees

Imara assigns positions, determines wages and compensates employees for overtime per state and local laws and the Fair Labor Standards Act.

Exempt employees are excluded from the overtime pay requirements of the Fair Labor Standards Act. Exempt employees are paid a salary and are expected to work beyond their normal work hours whenever necessary to accomplish the work of Imara. Exempt employees are not eligible to receive overtime compensation. Employees should consult with David Defoe if they have questions regarding their classification as an exempt employee.

5.2 Non-Exempt Employees

Non-exempt employees are those eligible for overtime pay of 1.5 times the regular hourly rate of pay for all hours worked over 40 per work week. All overtime must be approved in advance. Employees should consult with David Defoe if they have questions regarding their classification as a non-exempt employee.

5.3 Part-Time, Full Time or Temporary Status

While part-time or full-time status depends on the number of hours per week an employee works, an employee's position and duties will also help determine their part-time or full-time employee status as follows:

- a. Clinical Employees:
 - Clinical employees who provide 25 or more direct client hours per week will be designated full-time.
 - Clinical employees who provide less than 25 direct client hours per week will be designated part-time.
- b. Non-Clinical Employees:
 - Non-clinical employees, including front-desk staff and receptionists, who work fewer than 32 hours shall receive part-time classification. Part-time employees are not eligible for employee benefits as described in this Handbook.
 - Non-clinical employees who work at least 32 hours shall receive full-time classification.
- c. From time-to-time Imara may hire employees for specific projects or periods of time. Temporary employees may work either part-time or full-time but generally are scheduled to terminate by a certain date. Temporary employees who remain on duty past the scheduled termination remain classified as temporary. Only Imara management may change an employee's temporary status. Temporary employees are not eligible for employment benefits.



SECTION 6

ATTENDANCE POLICIES

General Attendance

Breaks

Tardiness

Abandonment

SECTION 6

ATTENDANCE POLICIES

6.1 General Attendance

- a. This Section addresses the general expectations Imara has regarding working hours and schedules. Imara maintains normal working hours as follows:
 - *Monday to Thursday:* 9 AM to 9 PM.
 - *Fridays:* 9 AM to 5 PM.
 - *Sundays:* 9 AM to 5 PM.
- b. Hours may also vary depending on work location and job responsibilities. Supervisors will provide employees with their work schedules. Should an employee have any questions regarding their work schedule, they should contact the supervisor.
- c. Imara does not tolerate absenteeism without excuse.
 - Non-clinical employees who will be late to or absent from work should notify the Practice Manager in advance or as soon as practicable in an emergency. Chronic absenteeism may result in disciplinary action.
 - For clinical employees, report to the Clinical Director.

6.2 Breaks

Meal periods are for 30 minutes and are unpaid. For clinical employees, all breaks must be consistent with scheduled hours and placed on the clinical schedules. Non-clinical employees should report to the Practice Manager.

6.3 Tardiness

Employees are expected to arrive on time and ready for work. An employee who arrives 5 minutes after their scheduled arrival time is considered tardy. Imara recognizes that situations arise which hinder punctuality; regardless, excessive tardiness is prohibited and may be subject to disciplinary action.

6.4 Abandonment

Any employee who fails to return from a leave of absence or is absent from work and does not contact Imara and their supervisor regarding the absence may be at risk of being construed as having abandoned their employment. Clinical employees should report to the Clinical Director, and non-clinical employees should report to the Practice Manager.

If there are any three consecutive days of no contact and no show by an employee regarding their continued absence, Imara shall consider it job abandonment, and Imara reserves the right to deem the employee to have voluntarily resigned. If such a designation is made, the employee will lose their employment with Imara.



SECTION 7

LEAVE POLICIES

Vacations and Personal Leave

Sick Leave

Leave Usage

Jury Duty

Voting Leave

Military Leave

Office Holidays

SECTION 7

LEAVE

POLICIES

7.1 Vacations and Personal Leave

Forward requests for time off in advance must be submitted in writing to the Practice Manager, who may approve or deny the request based on company resources. Imara is flexible in approving time off so long as doing so would not interfere with company operations. All personal leave is unpaid. Vacation benefits do not accrue during any period of extended leave of absence.

7.2 Sick Leave

Imara provides sick leave to its employees based on their employment classification, as follows:

- a. Full-time salaried employees will be given seven days of sick and safe leave;
- b. Full-time fee-for-service employees will accrue sick and safe leave at a rate of 2.5 hours per every thirty-six (36) hours they work directly with clients.

- c. Any unused sick leave will not be carried to the next year.
- Employees will not be paid for any unused sick and safe leave upon termination of employment. If an employee leaves employment and is rehired within 37 weeks of leaving, any earned and unused sick leave that the employee had at the time of separation will be reinstated.

7.3 Leave Usage

Imara's policy for the use of leave is as follows:

- a. Employees may use earned sick and safe leave under the following conditions:
- To care for or treat the employee's mental or physical illness, injury or condition;
 - To obtain preventative medical care for the employee or the employee's family member;
 - To care for a family member with a mental or physical illness, injury or condition;
 - For maternity or paternity leave; or
 - If the absence from work is necessary due to domestic violence, sexual assault or stalking committed against the employee or the employee's family member and the leave is being used and if it is:
 - To obtain medical or mental health attention;
 - To obtain services from a victim services organization;

- For legal services or proceedings; or
 - Because the employee has temporarily relocated as a result of domestic violence, sexual assault or stalking.
- b. A family member is defined as including a spouse, child, parent, grandparent, grandchild, sibling or legal guardian. Please see §3-1301(G) of the Labor and Employment Article of the Maryland Annotated Code for a complete list of family members included under the law.
- c. Employees are permitted to use the leave in increments of not less than 4 hours.
- d. If the need to use sick and safe leave is foreseeable (for example, a scheduled doctor's appointment), the employee must provide notice seven days before leave use. The employee shall provide notice in writing to the Practice Manager.
- e. If the need to use leave is not foreseeable, the employee must provide notice as soon as practicable, but again in writing to the Practice Manager. A request for earned sick and safe leave may be denied if the employee fails to provide proper notice, and the employee's absence will cause a disruption to the employer.
- f. Employees may only use earned sick and safe leave for one of the listed authorized reasons. Employees using earned sick and safe leave for unauthorized purposes or who have demonstrated a pattern of abusing sick and safe leave may be denied the right to use earned sick and safe leave in the future.

7.4 Jury Duty

Imara understands that occasionally employees are called to serve on a jury. Employees selected for jury duty must provide a copy of their jury summons to Imara. Time taken for jury duty is granted on an unpaid basis. Should circumstances arise that may extend the employee's jury duty for any reason, employees are expected to notify their supervisor as soon as possible.

Non-clinical employees should submit all notices and updates to the Practice Manager, while clinical employees should submit this to the Clinical Director.

7.5 Voting Leave

Employees are encouraged to participate in elections. Imara grants incremental time off to cast a ballot in an election to all registered voters. Voting time off is granted on a paid basis up to two hours. Should extenuating circumstances arise while voting, employees are expected to notify their supervisor as soon as possible.

Non-clinical employees should notify the Practice Manager, while clinical employees should notify the Clinical Director.

7.6 Military Leave

Employees called to active military duty, military reserve or National Guard service may be eligible to receive time off under the Uniformed Services Employment and Reemployment Rights Act of 1994. Employees must provide notice and copy their report orders to their immediate supervisor to receive time off. Military leave is granted on a unpaid basis. Upon return with an honorable discharge, an employee may be entitled to reinstatement and any applicable job benefits they would have received if present, to the extent provided by law.

7.7 Office Holidays

Imara will normally observe the following holidays, during which the office will be closed:

- a. Martin Luther King Jr.'s Birthday;
- b. Memorial Day;
- c. Juneteenth (June 19th);
- d. Independence Day (4th of July);
- e. Labor Day;
- f. Thanksgiving Day;
- g. Winter Break (Christmas Eve – New Year's Day)



SECTION 8

WORK PERFORMANCE

Expectations of Employees

Performance Reviews

Insubordination

SECTION 8

WORK PERFORMANCE

8.1 Expectations of Employees

Imara expects every employee to act professionally. Satisfactory performance of job duties and responsibilities is key to this expectation. Employees should attempt to achieve their job objectives, and act with diligence and consideration at all times. Poor job performance can result in disciplinary action, up to and including termination.

8.2 Performance Reviews

Imara may periodically evaluate an employee's performance. A performance review aims to identify areas where an employee excels and areas that need improvement. Imara uses performance reviews as a tool to determine pay increases, promotions and/or terminations. Imara's policy is as follows:

- a. All performance reviews are based on merit, achievement and other factors may include but are not limited to:
 - Quality of work
 - Attitude

- Knowledge of work
 - Job skills
 - Attendance and punctuality
 - Teamwork and cooperation
 - Compliance with company policy
 - Past performance reviews
 - Improvement
 - Acceptance of responsibility and constructive feedback
- b. A positive performance review does not guarantee a pay increase or promotion. Written performance evaluations may also be made at any time to advise employees of unacceptable performance. Evaluations or any subsequent change in employment status, position or pay does not alter the employee's at-will relationship with Imara.

8.3 Insubordination

Supervisors and employees should interact with mutual respect and common courtesy. Employees are expected to take instruction from supervisors or other persons of authority. Failure to comply with instructions or unreasonably delaying compliance is considered insubordination. Acts of insubordination are subject to disciplinary action, up to and including termination.





SECTION 9

DISCIPLINE POLICY

Grounds for Disciplinary Action

Termination

Grievances and Dispute Resolution

SECTION 9

DISCIPLINE POLICY

9.1 Grounds for Disciplinary Action

Imara reserves the right to issue any discipline, including termination of employment, to any employee who violates company policies, practices or rules of conduct. Poor performance and misconduct are also grounds for discipline or termination. Imara's policy is as follows:

- a. Imara deems the following actions unacceptable and considered grounds for disciplinary action, including termination. This list is not exhaustive; rather, it is merely an example of the types of conduct that this company does not tolerate. These actions include, but are not limited to:
 - Engaging in acts of discrimination or harassment in the workplace;
 - Possessing, distributing or being under the influence of illicit controlled substances;
 - Being under the influence of a controlled substance at work, on company premises, or while engaged in company business;
 - Unauthorized use of company property, equipment, devices or assets;

- Damage, destruction or theft of company property, equipment, devices or assets;
 - Removing company property without prior authorization or disseminating company information without authorization;
 - Falsification, misrepresentation or omission of information, documents or records;
 - Insubordination or refusal to comply with directives;
 - Failing to perform job responsibilities adequately;
 - Excessive or unexcused absenteeism or tardiness;
 - Disclosing confidential or proprietary company information without permission;
 - Illegal or violent activity;
 - Falsifying injury reports or reasons for leave;
 - Possessing unauthorized weapons on premises;
 - Disregard for safety and security procedures;
 - Disparaging or disrespecting supervisors and/or coworkers; and
 - Any other action or conduct inconsistent with company policies, procedures, standards or expectations.
- b. This list exhibits the types of actions or events that are subject to disciplinary action. It is not intended to indicate every act that could lead to disciplinary action. Imara reserves the right to determine the severity and extent of any disciplinary action based on the circumstances of each case.

9.2 Termination

Employment with Imara is on an at-will basis and may be terminated voluntarily or involuntarily at any time will be in accordance with Section 12, "Termination". Upon termination, an employee is required:

- a. to continue to work until the last scheduled day of employment;
- b. to turn in all reports and paperwork required to be completed by the employee when due and no later than the last day of work; and
- c. to return all files, documents, equipment, keys, access cards, software or other property belonging to Imara that are in the employee's possession, custody or control, and turn in all passwords to his/her supervisor.

9.3 Grievances and Dispute Resolution

A grievance is any significant employee concern that arises in the application of personnel breaches or in violation of personnel practices, either between an Employee and their coworkers or between Imara and an Employee.

If an employee feels they have a grievance that needs to be addressed, they should immediately contact their supervisor---either the Clinical Director or the Practice Manager, depending on whether they are a clinical or non-clinical employee.

The relevant supervisor-- either the Clinical Director or the practice manager-- shall investigate the employee's grievance. If the employee's concerns are still not resolved after meeting with their supervisor, the employee may request the matter to be appealed to David Defoe for review, who shall have the final say over all such concerns.



SECTION 10

HEALTH AND SAFETY

Workplace Safety

Violence Prevention Policy

Workplace Health

Drug and Alcohol Policy

Tobacco Policy

SECTION 10

HEALTH AND SAFETY

10.1 Workplace Safety

Imara is committed to providing a safe work environment for all its staff, employees, clients, guests, and visitors. The responsibility for safety extends to every individual working at and within Imara's office. All employees are expected to follow safety rules and exercise caution and prudence in Imara's office. Ultimately, it is the responsibility of each employee to help prevent accidents and help keep Imara's office a safe place to work. Imara's safety policy is as follows:

- a. Employees should work areas safely and orderly, free from hazardous conditions. Employees who observe an unsafe practice or condition should immediately report it to the Practice Manager.
- b. Any employee concerned about an actual or potential threat or security issue facing Imara, or directed toward its office space, staff, clients, guests, or visitors is expected to notify Imara and the Practice Manager and/or Clinical Director immediately as soon as possible.

- c. Employees working alone in the office should consider checking in with either a friend or loved one or their supervisor at regularly scheduled intervals during their time in the office.
- d. At all times, employees are also encouraged to notify Imara if they have a safety concern or do not feel safe in the office. Imara will work with them to establish a safe routine and address any concerns.
- e. In the event of an accident, employees must notify the Practice Manager immediately. Employees must report every injury, regardless of how minor, to the Practice Manager immediately. Physical discomfort caused by repetitive tasks must also be reported.

10.2 Violence Prevention Policy

Imara has developed the following policies to guide and instruct its employees regarding violence and weapons in the Imara office. As such, there is a "zero tolerance" for violence or threatening behavior. The following is the policy:

- a. "Violence" includes physically harming another, shoving, pushing, coercing, brandishing weapons, or threatening or talking of engaging in those activities.
- b. "Threatening behavior" includes bullying, belligerence, stalking, intimidating, verbally harassing, or making derogatory statements that undermine a person's reputation or personal safety.

- c. Employees are encouraged to help prevent violence in the workplace by reporting immediately to their supervisor if they suspect a violent situation could occur within our office(s), or if a fellow staff member or client may be in trouble or danger or pose a threat to themselves or other people.
- d. Employees are prohibited from making threats against anyone in connection with their work or engaging in violent activities while in the employ of Imara. Employees who violate safety standards, who cause hazardous situations, who fail to report, or where appropriate, remedy unsafe or dangerous conditions may be subject to corrective measures, up to and including termination.
- e. All reports will be investigated and kept confidential to the extent possible. Any employee who violates Imara's safety standards, causes hazardous situations, has knowledge of a dangerous situation, and/or fails to report or seek to remedy unsafe or dangerous conditions may be subject to corrective measures, up to and including termination
- f. Imara does not permit any individual, including its employees, to carry on their person, concealed or otherwise, or store any weapon at our office(s). The term "weapons" shall include, but is not limited to, any item that can cause injury, bodily harm, or death, including guns, firearms, or rifles of any sort, any bladed instrument including knives of any sort, explosives, or chemicals. Additionally:

- g. Any violation of this policy may subject the offending employee to corrective measures, up to and including termination from employment. Clients and guests who violate this policy may be asked to leave Imara's premises and permanently banned from returning to the premises.
- h. To ensure a safe work environment, if there is a concern that this policy may be being violated, we reserve the right to inspect employee work areas including, but not limited to, desks, offices, and any storage space, drawer, or anywhere else included and contained on or in Imara premises.
- i. We also reserve the right to contact law enforcement personnel for any violation of this policy as well.
- j. Employees arrested or charged with a crime other than a minor traffic violation, must notify Imara in writing as soon as possible and shall provide any reasonable requests for the information requested by Imara regarding the charge(s).

10.3 Workplace Health

All employees are expected to help Imara keep and maintain a work environment that is a safe, healthy, and welcoming environment for all staff, clients, guests, and visitors. As such, all employees are expected to comply with the following:

- a. Work and offices are to be kept clean and tidy. Employees are also encouraged to wipe down their work space daily and disinfect office equipment such as phones, keyboards, doorknobs, etc.;

- b. Employees are asked to be aware of and sensitive to issues of personal hygiene, including either excessive use of perfume, after-shave, general scented items or use of these items in proximity to those who are allergic or highly sensitive to various scents, cosmetics, etc.;
- c. Employees are also asked to be mindful of their health and the severity of their illness when deciding to come to our office(s). Employees who have reason to believe they are sick or infected with a communicable disease or communicable condition are expected to stay home and out of the office to limit the spread of illness. Symptoms and illnesses that make staying home a requirement may include but are not limited to:
- Fever of 100° F. or more;
 - Severe cold/bronchial symptoms;
 - Significant vomiting or diarrhea;
 - Conjunctivitis;
 - Impetigo;
 - Influenza;
 - Covid-19 diagnosis
 - Hand Foot and Mouth Disease; or
 - Any other communicable illness.
- d. If an employee is uncertain whether or not to report for work as scheduled, they should contact their supervisor----either the Clinical Director or the Practice Manager---to discuss. A decision can be made at that point on whether the employee should come to work or not.

If an employee feels sick at work, they should consult with their supervisor----either the Clinical Director or the Practice Manager---to determine if they should leave early or not.

- e. Imara also reserves the absolute right to request a doctor's note stating the employee's contagion level and their clearance to return to work or remain out sick from work.

10.4 Drug and Alcohol Policy

Employees are prohibited from unlawfully consuming, distributing, possessing, selling, using, or abusing any controlled or illegal substances or narcotics, prescription or over the counter medication, while on Imara's premises or while performing their duties as an employee of Imara, or providing any service on behalf of Imara and its business, either on-site or off. Additionally:

- a. Employees are also prohibited from unlawfully consuming, distributing, possessing, selling, using, or abusing any controlled or illegal substances or narcotics, prescription or over the counter medication, as well as alcohol while working remotely for Imara and/or conducting telehealth sessions with clients.
- b. Off-the-job drugs/alcohol use, which could adversely affect an employee's job performance or jeopardize a client's safety, other staff of Imara, the public, or company-owned or leased property, is also a cause for immediate corrective action.

- c. Drugs prescribed by a doctor or over-the-counter medications, taken as prescribed, are an exception to this policy. Imara reserves the right to request a doctor's note to verify a prescription in the event of a situation involving prescribed medication.
- d. Violation of this Policy will result in immediate corrective action, up to and including termination and notification of the appropriate law enforcement agencies when illegal narcotics are involved
- e. Employees who are convicted for off-the-job drug alcohol activity will also be considered to violate this Policy. In determining the action to take, we will consider the nature of the charges, the employee's present job assignment and their record with Imara, the impact of the employee's conviction on our ability to maintain efficient and profitable operations, and any other factor which Imara deems relevant under the circumstances.
- f. Imara encourages all employees to voluntarily request treatment referrals from Imara or request a leave of absence to deal with personal alcohol or drug-related problems. Imara will consider such efforts by employees in determining whether to retain those employees. Volunteering to participate in a treatment program does not excuse or limit the employee's obligation to comply with our policies and standards regarding attendance, job performance, and safe, sober behavior on the job.

10.5 Tobacco Policy

As Imara intends to maintain a healthy and productive workplace, except for designated areas outside of the building, use of any tobacco product, including vaping, is prohibited anywhere within the office.



SECTION 11

EMPLOYEE BENEFITS

Health Insurance

Supplemental Benefits

Workers Compensation

SECTION 11

EMPLOYEE

BENEFITS

11.1 Health Insurance

Imara has a health insurance plan with CareFirst (the “Health Plan”) for its full-time employees as follows:

- a. For those employees who elect to enroll in the Health Plan, Imara provides \$400 per month toward the monthly cost of the Health Plan. The Health Plan includes Dental and Vision Insurance.
- b. Dependents and spouses of employees may also receive coverage under the Health Plan; however, Imara does not cover the cost of their coverage for employees.
- c. Open enrollment starts May 15th and ends June 1st of each year. Imara has three Health Plan options for Employees:
 - An HSA eligible plan;
 - A standard HMO plan; and
 - A POS plan for individuals who do not live in the DMV area.

11.2 Supplemental Benefits

Imara also offers supplemental insurance through Aflac for all employees. Imara also offers full-time employees Short-term Disability, Life Insurance, Critical Illness, and Cancer policies.

Please note that Imara does not cover the cost for employees for any of these plans; however, all benefits can be paid for by employees through payroll deduction.

11.3 Workers Compensation

As required by law, Imara provides 'workers' compensation benefits to protect employees with work-related injuries or illnesses. A separate insurance company administers the worker's compensation insurance. Representatives of this company may contact injured employees regarding their benefits under the plan. Additional information regarding 'workers' compensation is available from Imara. Further information is as follows.

- a. Workers' compensation insurance provides coverage to employees who receive job-related injuries or illnesses. Employees are required to report every illness or injury to Imara regardless of how minor it appears. If an employee is injured or becomes ill as a result of their job, it is the employee's responsibility to immediately notify the Practice Manager of their injury in order to receive benefits.

- b. Imara will advise the employee of the procedure for submitting a 'workers' compensation claim. If necessary, injured employees will be referred to a medical care facility. Employees should retain all paperwork provided to them by the medical facility. Failure to promptly report a work-related illness or injury could result in benefits denial. An employee's report should contain as many details as possible, including the date, time, description of the illness or injury, and the names of any witnesses.



SECTION 12

TERMINATION

Voluntary Termination

Termination Employment by Imara

Final Paycheck

SECTION 12

TERMINATION

12.1 Voluntary Termination

Imara recognizes that personal situations may arise that require a voluntary employment termination. Should this occur, Imara requests that the employee provide two weeks' advance notice in writing. This request does not alter an employee's at-will relationship with Imara.

All rights and privileges of employment with Imara terminate upon the date of separation. As further discussed in Section 8.3, terminating employees are required to return all company property assigned to them.

12.2 Termination of Employment by Imara

An employee may be discharged from employment for no cause or cause due to unsatisfactory job performance, disciplinary problems (lateness, absenteeism, etc.), or any reason. At all times, Imara reserves the right to terminate the employment of any employee at any time, for good or no cause, without exception or limitation. This may include termination by Imara due to the need (if ever) to reduce staffing levels.

12.2 Final Paycheck

Employees who terminate employment with Imara will be given their final paycheck electronically via Imara's payroll processor (Gusto) on the next scheduled payday. Should the employee be unable to personally retrieve their paycheck, it will be mailed to the address on file for the employee.

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SECTION 13

ETHICAL DUTIES: CLINICAL EMPLOYEES

Statement on Ethics

Legal and Ethical Compliance

Technology and Compliance

Gifts and Gratuities

Remuneration

Reporting Obligations

Professional Boundaries

Confidentiality

Subpoenas and External Requests

Licensing Boards and Complaints

SECTION 13

ETHICAL DUTIES: CLINICAL EMPLOYEES

13.1 Statement on Ethics

Imara expects that all business conducted shall be done so with the highest ethical standards by its clinical employees. This is essential if Imara is to thrive and gain the trust and respect of clients and their families, professional colleagues, peers, competitors, and the overall external community.

The guidelines and principles detailed within this Section pertain to all clinical employees of Imara; they are based on common sense, general courtesy, and reasonable ethical and moral standards. Nonetheless, we are cognizant that many of our clinical employees are licensed by Maryland state licensing boards with their own ethical principles. In the rare instance where Imara's ethical standards and an employee's own licensing board's ethics conflict, the more restrictive of the two will be adhered to by the employee.

Any violation by an employee of this Section's ethical provisions or the ethical rules of an employee's licensing board may result in disciplinary action, up to and including termination and possibly being reported to their licensing board.

13.2 Legal and Ethical Compliance

All clinical employees are expected to comply fully with all applicable laws---federal, state, and local---required of them as a licensed mental health practitioners.

- a. This expectation includes the requirement that clinical employees maintain all relevant licenses and liability insurance required to practice under Maryland law, the relevant licensing board, or any other regulatory bodies.
- b. All employees are expected to abide by and adhere to the Health Insurance Portability and Accountability Act ("HIPAA") and all updates to it and relevant federal law, as well as the Maryland Confidentiality of Records Act, and all relevant Maryland laws, particularly with regards to confidentiality and clients' protected health information.
- c. Additionally:
 - All clinical employees are expected to practice and provide mental health treatment commensurate with their training, education, and experience and per their professional license provisions. Additionally, all clinical employees are expected to abide by their professional requirements for

completing continuing education as a means of maintaining their license and obtaining and maintaining professional competency. No employee may claim, directly or by implication, any professional qualifications or affiliations they do not possess.

- Employees shall not directly or indirectly maintain any outside business or financial interest or engage in any outside business or financial activity that conflicts or appears to conflict with the interests of Imara or which interferes
- with the employee's ability to discharge responsibilities and duties to Imara fully.
- All employees must disclose in writing to Imara any proprietary or other financial interest they may have (or anticipate having) in any entity or third-party with which Imara does business or competes. This is required to determine whether any conflict of interest is present.
- Employees are prohibited from knowingly providing treatment to a client where a conflict of interest exists. A conflict of interest arises when an employee's impartiality could be compromised by their self-interests and their responsibilities as an employee of Imara.
- A dual relationship is defined as a relationship between an employee and a client outside of the professional relationship they have together at Imara. This shall include family members and friends of the employee who want to become

Imara's clients. All dual relationships between a client of Imara and an employee providing the client treatment should be reported to the Clinical Director immediately.

- If an employee is unsure if a conflict of interest is present, they should immediately contact the clinical director and set up a meeting to discuss. If an employee discovers a conflict of interest or the potential for a conflict of interest, the employee will notify and meet with the Clinical Director immediately, and if clinically appropriate, the client will be reassigned.

13.3 Technology and Compliance

Clinical employees are expected to take the necessary precautions to use HIPAA compliant technology. The following is Imara's Policy:

- a. While in the office, employees shall only use Imara's EHR system to access client files and client PHI. Clinical employees must complete all file work needed, including making sure their file notes are updated promptly within the EHR system. As part of their ethical requirements, employees are obligated to ensure the notes are signed and locked upon completion.
- b. All billing to insurance companies must reflect the contents of the notes in a client's file in the EHR system. Clinical employees are expected to complete all file notes and documentation before finishing work at the end of their day.

- c. Clinical employees are expected to only communicate with clients via email to schedule appointments. Unless absolutely necessary or unavoidable, all other communications are to be conducted through the EHR.
- d. Employees may not use public Wi-Fi when accessing Imara's EHR or other client PHI. All employees are expected to abide by HIPAA when using their personal electronics (computers, iPads, etc.) to access PHI. This means that:
- Employees are expected to maintain clients' privacy and confidentiality even when accessing a client's record in the EHR system or any other PHI belonging to a client while working remotely from a home office or other secure location.
 - Employee's personal electronics may not contain client PHI; all employees must delete any PHI downloaded onto their electronics immediately after they have finished (i.e., downloading a client's statement or files).
 - If an employee needs to store a client's PHI, they must notify the Clinical Director in writing and get written authorization before doing so.
 - Any physical paper files containing clients' PHI must be disposed of properly and not stored in desks or other non-secure spaces. Employees are prohibited from taking any paper files home with them. This is a potential HIPAA violation and potentially risks exposing Imara to significant breaches of HIPAA law.

13.4 Gifts and Gratuities

Clinical employees shall not give nor accept money, gifts, or favors where the intent or the effect might be the undue influence of a business decision or create a dual relationship. Any such gift or favor offered or sent to employees or their family members must be declined or returned. Such refusal must be made discreetly and courteously. Possible embarrassment resulting from refusal is not a valid basis for acceptance.

13.5 Remuneration

The financial arrangements made by Imara with our clients are followed according to professional standards that safeguard our clients' best interests. This includes full disclosure of the cost of the services we provide our clients. Employees shall not engage in any behavior that may be construed as exploiting the client for personal gain. Furthermore, there will be no bartering for services rendered.

13.6 Reporting Obligations

All clinical employees at Imara must inform Imara of any violations or suspected violations of the ethical provisions in this Section. Failure to report any violation may result in disciplinary action, up to and including termination. No employee shall suffer any adverse action or career disadvantage for reporting a suspected violation of this policy.

Additionally:

- a. If an employee becomes aware of an ethical violation by a coworker or colleague, the employee should make an informal attempt to resolve the issue by bringing the matter to the coworker's attention. An informal process is appropriate if the misconduct is minor and appears to be due to a lack of sensitivity, knowledge, or experience.
- b. If the misconduct is more severe in nature, the matter must be brought to the attention of the Clinical Director and Imara. Any employee reporting a possible ethics violation is obligated to cooperate with Imara and supply any information requested. Employees and Imara may also report suspected ethical violations to the appropriate licensing board.

13.7 Professional Boundaries

Employees are prohibited from engaging in any personal relationships with clients or clients' family members. Employees are also prohibited from contacting their clients or a client's family members through the employee's personal social media accounts.

13.8 Confidentiality

All clinical employees are expected to respect the confidentiality of information obtained during treatment from clients and their families. The disclosure of information to others is permitted only with the client's written consent or a court order. The exception is in situations where not revealing might result in clear

danger to the client or others. As a Covered Entity under HIPAA, Imara bears responsibility for protecting all confidential information and client-protected health information that Imara may have. Imara, therefore, are obligated to ensure that any release of information is per HIPAA and all other state and federal confidentiality provisions.

Thus, any release of client information or client records must first have the written authorization of Imara and the Clinical Director before release. There are no exceptions to this policy.

13.9 Subpoenas and External Requests for Information

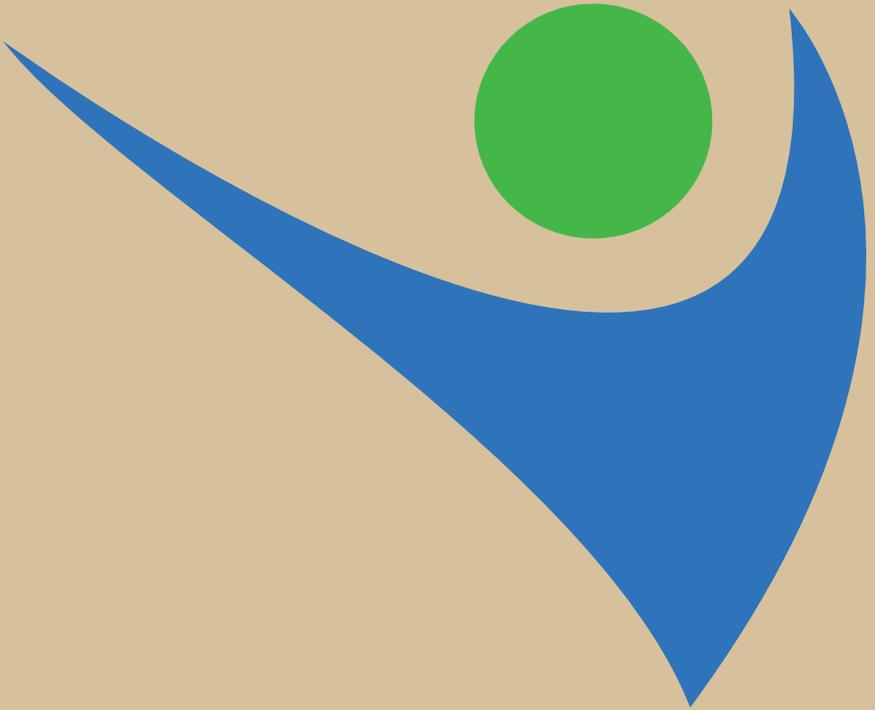
Employees are expected to exercise caution and care when receiving requests or demands for information from external third-party entities or individuals, such as attorneys, courts, judges, state or federal agencies, or others. Any time an employee receives a subpoena or other demand or request, employees must let Imara and the Clinical Director know so a determination can be made on how to respond. Likely, we will consult with our outside legal counsel to determine the best next steps.

Under no circumstances may any clinical employee decide on their own how to respond to such requests, no exceptions.

13.10 Licensing Board, State, or Federal Agency Requests and Complaints

Any employee with a professional license to practice therapy who receives notice of a Board complaint or a request/demand from a licensing board for information MUST notify Imara and the Clinical Director immediately if client files and information is being sought.

In the event a request or demand for information is received from any state or federal agency or department, the clinical employee must notify the Clinical Director immediately.



EMPLOYEE ACKNOWLEDGEMENT

I acknowledge that I have received a copy of the Employee Handbook. I understand that I am responsible for reading the information contained in the Handbook.

I understand that the Handbook is intended to provide me with a general overview of Imara's employment policies and procedures. I acknowledge that nothing in this Handbook is to be interpreted as a contract, expressed or implied, or an inducement for employment, nor does it guarantee my employment.

I understand and accept that my employment with Imara is at-will. I understand that nothing in the Handbook or in any oral or written statement alters the at-will relationship, except by written agreement signed by the employee and Imara. I have the right to resign at any time with or without cause, just as Imara may terminate my employment at any time with or without cause or notice, subject to applicable laws.

I acknowledge that Imara may revise, suspend, revoke, terminate, change or remove, prospectively or retroactively, any of the policies or procedures of Imara, whether outlined in this Handbook or elsewhere, in whole or in part, with or without notice at any time, at Imara's sole discretion.

Printed Name of the Employee

Signature of Employee

Date



imara
COUNSELING
SERVICES

Live peacefully!

Imara Counseling Services

14502 Greenview Drive

Suite 202

Laurel, Maryland 20708

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