**Medicare Trans LLC**

**EMPLOYEE HANDBOOK**

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**INTRODUCTION**

This handbook is intended for use by all Company employees and supersedes and replaces any previously inconsistent policy, procedure, manual, or handbook. The purpose of this handbook is to enhance the morale and efficiency of employees by clearly setting forth what the Company expects, to ensure consistent application of Company policies and compliance with legal requirements, and to ensure that the best service is provided to our customers.

The information contained in this manual provides a general guideline of Medicare Trans, LLC’s personnel policies, procedures, and expectations. It is not intended to be a completely exhaustive outline of all policies and procedures. Company employees are responsible for maintaining complete knowledge and understanding of and following all the Company policies and procedures as outlined in this handbook, and in other forms, such as other procedure manuals, memoranda, bulletins, *etc.*, and/or any other form of supervisor instruction. This handbook and all Company policies, procedures, and benefits are subject to change at any time at the sole discretion of the Company, with the exception of its at-will employment policy and those policies required by law. The Company also reserves the right to interpret any of the policies, procedures, or benefits set forth in this handbook.

All employees are hired having no specified term of employment. Employment may be terminated at any time at the will of either the employee or the Company. This is called employment at-will and is discussed in more detail below.

Welcome to the Company. We highly value our employee relationships and invite your feedback and suggestions for improving the Company's techniques and efficiency. Please do not hesitate to contact the Company owner if you have any unanswered questions after reading this handbook.

**STATEMENT OF AT-WILL EMPLOYMENT STATUS**

Employment at the Company is employment at-will. Employment at-will may be terminated at any time, with or without cause, advance notice, or prior warning by the employee or the Company, and without resort to any progressive discipline by the Company. Nothing in this manual or in any document or statement limits the right of either the employee or the Company to terminate employment on an at-will basis. In addition, the Company may also alter the terms of an employee’s employment at any time, with or without cause, advance notice, or prior warning, and without resort to any progressive discipline.

Other than the Owner of the Company, no manager, supervisor, or employee of the Company has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will. Only the Owner of the Company has the authority to make any such agreement. Furthermore, any such agreement must be in writing, must be signed by the Owner of the Company, and must express a clear and unambiguous intent to alter the at-will nature of the employment relationship.

No implied contract concerning any employment-related decision or term or condition of employment can be established by any other statement, conduct, policy, or practice. Examples of the types of terms and conditions of employment which are within the sole discretion of the Company include, but are not limited to the following: promotion, demotion, transfer, hiring decisions, compensation, benefits, qualifications, discipline, layoff or recall, rules, hours and schedules, work assignments, job duties and responsibilities, subcontracting, reduction, cessation or expansion of operations, sale, related merger or consolidation of operations, determination concerning the use of equipment, methods or facilities, or any other terms and conditions that the Company may determine to be necessary for the safe, efficient and economic operation of its business.

Section I. ANSWERS TO PAYROLL QUESTIONS

WORKING HOURS

Working hours are the hours an employee is actively engaged in work for the Company. A driver’s working hours begin when he arrives at the client pick-up location and end when the driver arrives at the client drop-off location. If the driver is making a round trip or a multi-trip his working hours will include a thirty-minute waiting time at the client drop-off location. All working hours must be approved by Dispatch, in advance. If a trip is not approved by Dispatch the driver will not be paid for making the trip. Similarly, any vehicle repairs or maintenance must be authorized by Dispatch, in advance, to receive reimbursement.

PAYROLL DEDUCTIONS

The federal government requires the Company to deduct income tax and social security payments from your paycheck. Other deductions, if applicable, may include state and/or local taxes. If you have any questions regarding your paycheck, you should promptly see the Company owner for proper explanation.

PAYCHECKS

Drivers will receive a paycheck for each week in which working hours have been logged by the driver. Drivers will be paid at a predetermined rate per mile driven, with a deduction for fuel. It is the driver’s responsibility to fill out trip reports and to ensure all work time has been properly recorded. In the event of a failure by a driver to record his work time, the figures recorded by Dispatch will be used to calculate pay. A paycheck will be prepared on a weekly basis and will be available for pick up by the driver at the Company headquarters. Paychecks may also be mailed or direct deposited in accordance with a driver’s preference.

PAYCHECK ERRORS

You are encouraged to review your paycheck carefully for errors. If you find a mistake, report it to the Company owner immediately. The Company owner will assist you in taking the necessary steps to correct the error. Any necessary paycheck adjustments will be made and reflected in your next paycheck. It is your responsibility to be sure any voluntary deductions are correct.

OVERTIME

Generally, it is the Company’s policy to not allow drivers to work overtime. No driver should have more than 8 working hours in one day, or 32 working hours in one week. A driver must receive prior authorization from Dispatch before he embarks on a trip if that trip would cause him to exceed his allowed working hours. Should overtime be allowed by Dispatch, overtime hours worked will be paid at the rate of 1½ times the employee’s regular rate of pay for all hours worked in excess of 40 in any one workweek.

GARNISHMENTS

If you are experiencing financial problems, please contact the Company owner. He will refer you to appropriate agencies that can work with you in correcting these problems.

Section II. LEAVES OF ABSENCE and ACCOMMODATIONS

In accordance with applicable state and federal law, the Company provides various leaves of absence and workplace accommodations as needed. If you have any questions regarding the types of leave available and the Company’s policies with respect to such leaves, please contact the Company owner as soon as you become aware of the possible need for a leave. It is always best to plan ahead and not wait until the last moment, if possible. The Company owner is also your best source of information regarding the Company’s current policies.

NO INTERFERENCE OR RETALIATION

The Company will not interfere with your efforts to take any leave, which you are eligible to take under applicable law, nor will it retaliate against you for taking such leave. If you feel you have experienced any conduct that you believe to be retaliatory in nature, you should promptly contact the Company Owner.

Section III. GENERAL PERSONNEL POLICIES

ABSENTEEISM

It is the driver’s responsibility to communicate daily with Dispatch regarding his availability. If an absence is unavoidable, the driver must let Dispatch know as soon as possible. Please make every effort to tell Dispatch well in advance. In the event you find you are going to be absent after you have left for the day, it is your responsibility to call Dispatch before the beginning of your next assigned shift to allow sufficient time to make replacement arrangements. You must contact Dispatch each day you are absent. In other words, the Company will assume you will report on your next scheduled workday unless you have contacted Dispatch. The Company reserves the right to require you to furnish verification from your licensed healthcare provider for all absences due to illness or disability.If you are absent without reporting to Dispatch for 2 consecutively scheduled workdays, we will consider you to have abandoned your job.

TARDINESS

Clients depend on drivers to arrive promptly at client pick-up and drop-off locations. It is essential you start work promptly at the beginning of your assigned shift. Frequent tardiness may result in progressive discipline, up to and including immediate dismissal. Records are kept of your attendance and punctuality, and each occurrence will require an explanation by you to Dispatch.

RESIGNATIONS

If it becomes necessary for you to resign your position, we ask that you give us at least 2 weeks’ notice as a courtesy in order that we may hire a replacement. Doing so is not only courteous, it also means you will not have a "resigned without proper notice" blemish on your record which would render you ineligible for rehire. This request does not alter the “at will” nature of your employment relationship. Either you or the Company may terminate your employment relationship at any time, with or without cause, advance notice or prior warning, and without resort to any progressive discipline by the Company.

You will be held responsible for any Company property in your possession. If you should resign, your length of service with the Company ends. Should the Company rehire you at a later date, you will begin as a new employee without seniority.

PERSONNEL RECORDS

The Company maintains a continuing record of your service. If you have had training or experience that is not included in your application form, or if you subsequently complete educational courses, inform the Company owner so that the information can become a part of your record. It is important that employment records be kept current. Be sure to notify us as soon as possible of any changes in the following:

1. A name change.
2. A change in address or phone number for Company communication or in case of emergency.
3. A change in marital status or number of withholding allowances or dependents for income tax purposes.
4. A plan for anticipated leave of absence (military, family care, medical, jury duty, disability, etc.).
5. Any additional skills or education you have acquired since your hire date that you feel may increase your qualifications.
6. Your military status.
7. Any correction in your social security number.
8. An accident or injury occurring on Company property or while performing Company duties.
9. Any suspension, revocation, or other change to your driving privileges or licenses.

Any falsification of Company documents or time records subjects you to progressive discipline including, but not limited to, immediate dismissal.

MEETINGS

Meetings between employees and management may be held periodically. These meetings are for the mutual benefit of employees and the Company. You will be paid for attending such meetings. Meeting pay will commence at the scheduled start time of the meeting and end at the scheduled end time. If you have any complaints or suggestions about your job, work conditions, etc., please feel free to express your opinions at these meetings. The Company considers scheduled meetings to be as important as scheduled work shifts. Therefore, unexcused tardiness and absenteeism at any such meeting will not be tolerated.

SMOKING

Smoking any type of tobacco product whether by paper, pipe or electronic is not permitted at any time within their respected vehicle.

SAFETY

Every employee is responsible for safety. To achieve the Company’s goal of providing a completely safe experience for our employees and customers, every employee must be safety conscious. Please report immediately any unsafe or hazardous condition directly to Dispatch. Every effort will be made to remedy problems as quickly as possible. Every accident involving a personal injury, regardless of how minor or small it may appear to you, must be immediately reported to Dispatch. Failure to report accidents may result in violation of legal requirements, and lead to difficulties in processing insurance and benefits claims.

SOLICITATION

We believe work time is for work. In order to maintain a professional environment for our employees and customers, we ask that you observe the following rules regarding solicitation and distribution of written materials other than those directly related to Company business.

1. No employee shall engage in the solicitation of another employee or customer for any personal purpose, or the distribution of any literature to another during work hours.
2. No employee shall engage in the distribution of any literature in any work area at any time. The phrase “work area” includes areas controlled by the Company and where employees perform work. It does not include the designated dining area, restrooms or parking areas.
3. No employee shall engage in the solicitation of another employee for any purpose, or the distribution of any literature to another employee, in areas of the Company where, at the time of such solicitation or distribution, customers are likely to be present.
4. At no time, on Company premises, or while performing Company business, shall any employee engage in the solicitation of any non-employee for any purpose, nor shall any employee distribute literature to any non-employee.
5. Persons who are not employed by the Company are prohibited from solicitation, distribution or similar activity on Company premises.

DRUG AND ALCOHOL-FREE WORKPLACE

It is the Company’s intent to maintain a workplace that is free of drugs and alcohol. Employees who work under the influence of drugs or alcohol on the job place themselves, the Company, and other individuals, such as our customers and other employees, at risk. Working while under the influence can also cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for other employees, behavior that disrupts customers and other employees, and inferior quality in service to our customers.

To further the Company’s commitment to creating a safe and productive workplace for its employees, and to protect its customers, business, property, equipment and operations, the Company has adopted a stringent drug and alcohol testing policy. As a condition of continued employment, each employee must abide by this policy.

DEFINITIONS

For purposes of this policy:

1. “Abuse of any legal drug” means the use of any legal drug (a) for any purpose other than the purpose for which it was prescribed or manufactured; or (b) in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.
2. “Illegal drugs or other controlled substances” means any drug or substance that (a) is not legally obtainable; or (b) is legally obtainable, but has not been legally obtained; or (c) has been legally obtained, but is being sold or distributed unlawfully.
3. “Involved in an on-the-job accident or injury” means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury in any way.
4. “Legal drug” means any drug, including any prescription drug or over-the-counter drug, that has been legally obtained and that is not unlawfully sold or distributed.
5. “Possession” means you have the substance on your person or otherwise under your control.
6. “Reasonable suspicion” includes a suspicion that is based on specific personal observations such as your manner, disposition, muscular movement, appearance, behavior, speech or breath odor; information provided to management by another employee, by a customer, by law enforcement officials, by a security service, or by other persons believed to be reliable; or a suspicion that is based on other surrounding circumstances.

SCOPE

This policy applies whenever the Company's interests may be adversely affected, including any time you are:

* On Company premises;
* Conducting or performing Company business, regardless of location;
* Operating or responsible for the operation, custody or care of Company vehicles, equipment or other Company property; or
* Responsible for the care or safety of others (such as our customers) in connection with, or while performing, Company-related business.

PROHIBITED CONDUCT

The following acts are prohibited and subject you to dismissal:

* The unauthorized use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of alcohol;
* Being under the influence of alcohol;
* The use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of any illegal drug or other controlled substance;
* Being under the influence of any illegal drug or other controlled substance;
* The abuse of any legal drug;
* The purchase, sale, manufacture, distribution, transportation, dispensation, or possession of any legal prescription drug in a manner inconsistent with law; or
* Working while impaired by the use of a legal drug whenever such impairment might (a) endanger the safety of you or other persons (such as our customers); (b) pose a risk of significant damage to Company property, vehicles or equipment; or (c) substantially interfere with your job performance or the efficient operation of the Company’s business or vehicles or equipment.

CRIMINAL CONVICTION

You must notify the Company Owner within 5 days of any conviction under a criminal drug statute for a violation occurring in the workplace or during any Company-related activity or event. When required by federal law, the Company will notify any federal agency with which it has a contract of any employee who has been convicted under a criminal drug statute for a violation occurring in the workplace.

VIOLATIONS

A violation of this policy will result in immediate dismissal whenever the prohibited conduct:

* Caused injury to you or any other person (such as a Customer) or, in the sole opinion of the Company, endangered the safety of you or any other person (such as a Customer);
* Resulted in significant damage to Company property, vehicles, equipment or, in the sole opinion of the Company, posed a risk of significant damage;
* Involved the sale or manufacture of illegal drugs or other controlled substances;
* Involved the possession, distribution or dispensation of illegal drugs or other controlled substances or alcohol; or
* Involved your failure to report a criminal conviction, as required by this policy.

USE OF LEGAL DRUGS

The Company recognizes that you may, from time to time, be prescribed legal drugs that, when taken as prescribed or according to the manufacturer's instructions, may result in impairment. You may not work while impaired by the use of legal drugs if the impairment might endanger you or someone else (such as a Customer), pose a risk of significant damage to Company property, or substantially interfere with your job performance. If you are so impaired by the appropriate use of legal drugs, you should not report to work.

Nothing in this policy is intended to sanction the use of absences due to the abuse of legal drugs. Further, nothing in this policy is intended to diminish the Company's commitment to employ and reasonably accommodate qualified disabled individuals. The Company will reasonably accommodate qualified disabled employees who must take legal drugs because of their disability.

Nothing in this policy is intended to prohibit the customary and ordinary purchase, sale, use, possession, or dispensation of over-the-counter drugs, so long as that activity does not violate any law or result in you being impaired by the use of such drugs in violation of this policy.

CONFIDENTIALITY

Disclosures made by you to the Company owner concerning your participation in any drug or alcohol rehabilitation program will be treated confidentially. If you suspect you may have alcohol or drug problems, even in the early stages, you are encouraged voluntarily to seek diagnosis and to follow through with the treatment as prescribed by qualified professionals. If you wish to voluntarily enter and participate in an approved alcohol or drug rehabilitation program, you are encouraged to contact the Company owner, who will determine whether the Company can accommodate you by providing unpaid leave for the time necessary to complete participation in the program. You should be aware that participation in a rehabilitation program will not necessarily shield you from discipline (up to and including dismissal) for a violation of this policy, particularly if discipline is imposed for a violation occurring before you seek assistance.

CONDITION OF EMPLOYMENT TESTING

As part of the Company’s employment screening process and as a condition of employment, any applicant to whom a conditional offer of employment is made must pass a test for controlled substances. The applicant will be referred to an independent, certified medical clinic or laboratory, which will administer the test. The laboratory will inform the Company as to whether the applicant passed or failed the test for controlled substances. All testing records will be treated as confidential. Any applicant who refuses to consent to a screening/testing for controlled substances, who fails to appear at the designated collection site or who fails to provide a sample will have his or her conditional offer of employment withdrawn.

PERIODIC/RANDOM TESTING

If you are in a safety or security-sensitive position (such as drivers of Company vehicles or operators of Company equipment), you will be required to submit to periodic, random drug and/or alcohol testing without advance notice, at any interval determined by the Company. Periodic, random testing will be conducted in accordance with the procedures outlined below.

POST-ACCIDENT TESTING

If you are involved in an on-the-job accident or injury under circumstances that suggest the possible use or influence of drugs or alcohol, you may be asked to submit to a drug and/or alcohol test. Post-accident testing will be conducted in accordance with the procedures outlined below.

REASONABLE SUSPICION TESTING

If the Company has a reasonable suspicion that you are working in an impaired condition or otherwise engaging in conduct that violates this policy, you will be asked about any observed behavior and offered an opportunity to give a reasonable explanation. If you are unable to explain the behavior, you will be asked to submit to a drug and/or alcohol test, administered by an independent, certified medical clinic or laboratory. If you fail the test, you will be considered to be in violation of this policy and will be subject to discipline, up to and including immediate dismissal.

PERSONAL APPEARANCE

As an employee of the Company, you are the Company, not only to our customers but also to all people who have an interest in us as a symbol of outstanding service in the industry. Consequently, all employees are required to meet a high standard of grooming, and maintain a neat and clean appearance. All clothing should be neat, professional and non-offensive. If there are any questions as to what constitutes proper work attire, the Company owner should be consulted.

TECHNOLOGY USE AND PRIVACY

The Company respects the individual privacy of its employees. Privacy rights, however, do not extend to work-related conduct or the use of Company-owned equipment, supplies or Technology Resources (defined below). The following policy establishes guidelines and minimum requirements governing the use of the Company’s Technology Resources. (This policy is not intended to restrict communications or actions protected or required by applicable state or federal law, such as engaging in any Section 7 activity under the National Labor Relations Act.)

TECHNOLOGY RESOURCES

Technology Resources consist of all electronic devices, software and means of electronic communication and access including, but not limited to, personal computers and workstations; laptops and notebooks; servers, mini and mainframe computers; computer hardware such as flash drives, disk drives and tape drives; peripheral equipment such as printers, modems, scanners, fax machines and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the Internet, and software that grants intranet access; electronic mail; instant messaging; telephones, cell phones and handheld mobile devices; personal digital assistants or PDA’s; personal organizers; pagers; and voicemail systems.

USE OF COMPANY RESOURCES

You are allowed to use the Company’s Technology Resources for Company business only and not for personal use.

COMPANY ACCESS AND NO EXPECTATION OF PRIVACY

All messages, files, data, information, or communications of any kind that are transmitted to, received from, or stored or recorded on, the Company’s Technology Resources belong to the Company and are Company property regardless of content. As such, the Company reserves the right to access all of its Technology Resources including its computer files, voicemail and electronic mail systems, at any time, in its sole discretion.

You should understand, therefore, that you have no right to or expectation of privacy with respect to any messages or information created or maintained on the Company’s Technology Resources, including personal information or messages.

You should also be aware that even when a message has been erased, backup copies of electronic mail messages and voicemail messages may be maintained and referenced for business and legal reasons. Therefore, you should not rely on the erasure of messages to assume a message has remained private.

Accordingly, you should not use the Company’s Technology Resources for any matter that you desire to keep private or confidential from the Company.

IMPROPER USE

You may not use the Company’s Technology Resources in any way that may be disruptive or offensive to others including, but not limited to, the transmission of sexually explicit messages and/or images, cartoons, ethnic or racial slurs, or anything that may be construed as harassment, discrimination or disparagement of others.

You also may not use the Company’s Technology Resources for any illegal purpose, in violation of any Company policy (such as the Company’s policy against unlawful harassment), in a manner contrary to the best interests of the Company, in any way that discloses confidential or proprietary information of the Company, its customers or other third parties, or for personal or pecuniary gain.

SECTION IV. RULES OF EMPLOYEE CONDUCT

You are expected to observe certain standards of job performance and conduct. When performance or conduct does not meet the Company’s standards or expectations, you may be subject to immediate dismissal without resort to any progressive discipline.

The rules set forth below are intended to provide you with fair notice of what is expected of you. However, such rules cannot identify every type of unacceptable conduct and performance. Therefore, you should be aware that conduct not specifically listed below but which adversely affects or is otherwise detrimental to the interests of the Company, customers or other employees, may also result in immediate dismissal without resort to any progressive discipline.

JOB PERFORMANCE

You may be subject to dismissal for poor job performance including, but not limited to, the following:

* Unsatisfactory work quality or quantity;
* Poor attitude (for example, rudeness or lack of cooperation);
* Excessive absenteeism, tardiness or abuse of meal and break periods;
* Failure to follow instructions or Company procedures; or
* Failure to follow established health and safety regulations.

MISCONDUCT

You may be dismissed for misconduct including, but not limited to, the following:

* Insubordination, including refusal or failure to perform assigned work or tasks;
* Dishonesty;
* Theft, including unauthorized possession or removal of Company property or the unauthorized possession or removal of customer property or the property of other employees;
* Disrespectful, rude or offensive behavior, including gambling or fighting on the Company’s premises; coercion, intimidation or threats against customers or other employees; vulgar language; failing to maintain the Company’s standard of service; or being discourteous to any customer;
* Misusing or destroying Company property or the property of customers or other employees;
* Disclosing or using confidential or proprietary information about the Company or customers without proper authorization;
* Falsifying or altering Company documents, forms, reports or records including, but not limited to, applications for employment, time cards, customer records or medical forms or inquiries;
* Interfering with the work or performance of others;
* Unlawfully harassing, including sexually harassing, employees or customers;
* Being under the influence of, manufacturing, dispensing, distributing, using, or possessing alcohol or illegal or controlled substances on Company’s premises or while conducting Company business;
* Excessive tardiness or absenteeism or patterned absences on a recurring basis;
* Possessing a firearm or other dangerous weapon on Company premises or while conducting Company business;
* Being convicted of a crime that indicates unfitness for the job or raises a threat to the safety or well-being of the Company, our employees, customers, or property;
* Failing to report for work without notifying your Dispatch for 2 consecutively scheduled workdays;
* Failing to report to the Company, within 5 days, any conviction under any criminal drug statute for a violation occurring in the workplace or while conducting Company business; or
* Violation of any Company policy.

***Nothing in this policy is intended to alter your at-will status of employment or to imply that your employment will only be terminated for cause.***

POLICY AGAINST UNLAWFUL HARASSMENT

The Company will not tolerate any form of unlawful harassment of employees or customers by anyone. Employees found to be unlawfully harassing others are subject to disciplinary action. Disciplinary action may include a verbal or written warning, suspension, or termination. No employee shall use his job position or authority to solicit, or imply solicitation, of sexual favors of any nature. Further, no employee may subject any other employee to adverse working conditions (*i.e.*, conditional wage increase, conditional promotions, threat of termination or termination, unnecessary change of work schedules, unfair evaluation of performance, *etc.*) for failure to comply with any such solicitation, implied or otherwise. Sexual harassment includes unwelcome or unsolicited verbal, physical, or sexual conduct that is made a term or condition of employment, is used as the basis for employment or advancement decisions or has the purpose or effect of unreasonable interfering with work or creating an intimidating, hostile or offensive work environment. Employees should direct questions or concerns related to this issue to the Company owner.

Harassing conduct can take many forms and include, but it is not limited to the following: Slurs, jokes, statements, gestures, assault, impeding or blocking another’s movement or otherwise physically interfering with normal work, pictures, drawings, or cartoons based upon an employee’s sex, race color, national origin, religion, age, physical disability, mental disability, medical condition, ancestry, marital status, sexual orientation, veteran status, or any other status protected by applicable law.

Sexually harassing conduct in particular includes all of these prohibitive actions, as well as other unwelcome conduct such as requests for sexual favors, conversation containing sexual comments, and unwelcome sexual advances. Sexually harassing conduct can be by a person of either the same or opposite sex.

Any incident of harassment, including work related harassment by any Company personnel or any other person, should be reported promptly to the Company owner. Every report or complaint of harassment will be investigated thoroughly, promptly, and in a confidential manner. In addition, the Company will not tolerate retaliation against any employee for cooperating in an investigation or for making a complaint to the Company owner.

In the case of Company employees, if unlawful harassment is established, the Company will discipline the offender. Disciplinary action for a violation of this policy can range from verbal or written warnings up to and including immediate termination, depending on the circumstances.

Sexual harassment and retaliation for opposing sexual harassment or participating in investigations of sexual harassment are illegal.

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

The following statement of the Company policy, with respect to Equal Employment Opportunity, confirms and continues our established position:

It is the policy and practice of Medicare Trans LLC to recruit and hire qualified applicants for employment regardless of their race, color, creed, religion, sex, age, national origin, mental or physical handicap, veteran status, or any other status protected by applicable law. To further this objective, the Company has established procedures to ensure that all personnel actions such as compensation, benefits, transfers, promotions, layoffs, returns from layoffs, social and recreational programs, and all Company facilities are administered without regard to race, color, creed religion, sex, age, national origin, mental or physical handicap, veteran status, or any other status protected by applicable law.

In order to ensure maximum effort, all employees are encouraged to actively support programs, which implement and maintain our policy of non-discrimination.

**MEDICARE TRANS LLC**

**Receipt of Employee Handbook**

(TEAR OUT AND RETURN TO COMPANY OFFICE)

I hereby acknowledge that I have received and read a copy of the Medicare Trans LLC Employee Handbook. I understand that the information contained in this handbook is intended only as a general guide for employees. This handbook and the representations made in it do not constitute any form of employment contract or guarantee. The Company, of course, may change its policies with regard to items covered herein and such changes shall supersede any written information previously distributed.

Moreover, I understand and agree that at all times my employment is merely at the will and pleasure of the Company; and that regardless of how long I may be employed by the Company, I still may be disciplined, laid-off, or dismissed at any time, with or without cause, and with or without advance notice and without resort to any progressive discipline by the Company. I understand fully that my employment is for no specified term and that my employment with the Company may be terminated at any time at the will of either the Company or myself.

I understand and agree that the terms of this receipt may not be modified or superseded except by a written agreement signed by me and the Owner of the Company, no other employee or representative of the Company has the authority to enter into any such agreement, and any agreement to employ me for any specified period of time or that is otherwise inconsistent with the terms of this receipt will be unenforceable unless in writing and signed by me and the Owner of the Company. Furthermore, any such agreement must express a clear and unambiguous intent to alter the at-will nature of my employment relationship. I further understand and agree that if the terms of this receipt are inconsistent with any policy or practice of the Company now or in the future, the terms of this receipt shall control.

Finally I understand and agree that this receipt contains a full and complete statement of the agreements and understandings that it recites, that no one has made any promises or commitments to me contrary to the foregoing, and that this receipt supersedes all previous agreements, whether written or oral, express or implied, relating to the subjects covered in this receipt.

Date:   
 Signature

Print Name

**MEDICARE TRANS LLC**

**Acknowledgment of At-Will Employment**

(TEAR OUT AND RETURN TO COMPANY OFFICE)

I acknowledge and agree that my employment relationship with **MEDICARE TRANS LLC** (the “Company”) is “at will.” This means I may quit at any time, with or without cause, advance notice or prior warning and the Company may terminate my employment at any time, with or without cause, advance notice or prior warning and without resort to any progressive discipline by the Company. I understand there is no promise that my employment with the Company will continue for a fixed period of time nor is there any assurance that my employment will be terminated only under particular circumstances. I also understand and agree that the terms of my employment may be altered at any time by the Company, with or without cause, advance notice or prior warning and without resort to any progressive discipline by the Company. I also understand that no one other than the Company’s Owner has the authority to alter this arrangement, to enter into any agreement for employment for a specific period of time or to make any amendment to my at-will status. I further understand that any such agreement to change my at-will status must be in writing, must be signed by the Company’s Owner and must express a clear and unambiguous intent to alter the at-will nature of my employment.

Date:   
 Signature

Print Name

**MEDICARE TRANS LLC**

**Acknowledgement of Company Policies**

(TEAR OUT AND RETURN TO COMPANY OFFICE)

Please review each paragraph below and initial in the line provided to signify that you understand and agree to adhere to the policy described.

As an Employee of Medicare Trans, LLC (the “Company”), I agree to adhere to the following company policies for Employees:

**\_\_\_\_\_ Clean Criminal Background.** As represented in my employment application, I have no undisclosed felony or misdemeanor convictions. I understand that any undisclosed convictions uncovered during a background check, or any subsequent convictions occurring during the duration of my employment by the Company, may result in immediate termination of employment.

**\_\_\_\_\_ Clean Driving Record.** I have no undisclosed past or current suspended drivers licenses or DUI/DWI convictions. I understand that any undisclosed convictions uncovered during a background check, or any subsequent convictions occurring during the duration of my employment by the Company, may result in immediate termination of employment.

**\_\_\_\_\_ Personal Use of the Company’s Vehicles.** I understand that I may not use a Company vehicle for personal use. Any use of a Company vehicle without the authorization of Dispatch or Company Management is considered personal use and is prohibited. Prohibited use will result in immediate termination of employment, as well as a liability to the Company of one dollar for every mile driven for personal use. I understand that the Company’s insurance does not cover my personal use of a Company vehicle and that I will be personally liable for any damage, injury, or other obligation that arises out of my use of a Company vehicle for personal use.

**\_\_\_\_\_ Personal Use of the Company’s Cell Phones.** I understand that I may not use a Company cell phone for personal use. Prohibited use may result in immediate termination of employment. A fee of $150.00 will be assessed on the employee’s final paycheck if the Company cell phone is not returned to the Company upon disassociation. An additional fee of $10.00 will be assessed for any Company SIM card not returned to the Company.

**\_\_\_\_\_ Damage to Company Property.** I understand that I must immediately report any damage of Company property to Dispatch or Company Management. Failure to timely report such damage may result in immediate termination of employment, as well as personal liability to the Company for the damage done.

**\_\_\_\_\_ Drug and Alcohol Free Environment.** I understand that the Company has a zero tolerance for drug and alcohol abuse. Medicare Trans LLC is a drug and alcohol free environment, and as such, use of these substances by employees will not be tolerated while working with the Company. Prohibited use will result in immediate termination of employment.

**\_\_\_\_\_ Transport Reporting.** I understand that all trips taken by the employee must be pre authorized by Dispatch and recorded on trip sheets that must be returned to Company Management weekly. These sheets must be timely submitted to the Company before the Company can issue a paycheck for services rendered by the employee.

**\_\_\_\_\_ Falsifying Documents.** I understand that all mileage and hours worked for the Company must be accurately reported each week. Any falsification of such information will result in immediate termination of employment.

**\_\_\_\_\_ Use of Gas Cards.** I understand that gas cards are to be used for gasoline purchases only, and for Company vehicles only. They are not to be used for any other purpose. Each employee is responsible to pay for its own gasoline used, and this amount will be deducted from the employee’s paycheck. A fee of $20.00 will be assessed on the employee’s final paycheck if the gas card is not returned to the Company upon disassociation.

**\_\_\_\_\_ Use of GPS by the Company.** I understand that all Company vehicles are equipped with a Global Positioning Satellite (“GPS”) system. The employee is aware that this GPS system will be active anytime a Company vehicle is driven, and Dispatch will be aware of the location of Company vehicles at all times.

**\_\_\_\_\_ Confidentiality of Patient Information.** I understand that all patient information and records are to be considered confidential. The Company adheres to all federal, state, and local privacy laws and requires employees to do the same. Any violation of patient confidentiality will result in immediate termination of the employee.

By signing below, I understand and acknowledge that I will adhere to the policies of Medicare Trans, LLC. Further, I acknowledge that any violation of these policies may result in termination of the employment agreement between Medicare Trans LLC, and myself.

Date:   
 Signature

Print Name

**MEDICARE TRANS LLC**

**Employment Arbitration Agreement**

(TEAR OUT AND RETURN TO COMPANY OFFICE)

This agreement is between the undersigned employee ("Employee") and MEDICARE TRANS LLC (the “Company”). For purposes of this agreement, “Company” includes MEDICARE TRANS LLC and all related entities or affiliates and their respective officers, directors, shareholders, members, managers, partners, employees, agents, benefit plans, benefit plan sponsors, fiduciaries, administrators, successors and assignees. Employee and the Company are sometimes collectively referred to as "Parties" in this agreement. Both Parties desire to arbitrate disputes or controversies arising out of Employee’s employment and the termination of such employment on the terms and conditions set forth below.

1. Agreement to Arbitrate

. Except as otherwise expressly provided in this agreement, Employee and the Company agree that any and all controversies, claims or disputes between Employee and the Company arising out of, relating to or in connection with Employee’s employment by the Company or the termination of such employment, whether based on statute, tort, contract, common law or otherwise, for which a federal or state court or an administrative agency would be authorized to grant relief (individually, a “Claim” or collectively, “Claims”) will be resolved by final and binding arbitration in accordance with the terms and conditions of this agreement. ***Claims covered by this agreement include, without limitation, all Claims for wages or other compensation due including, but not limited to, any and all claims arising under the Fair Labor Standards Act, Title 23 of the Arizona Revised Statutes or the Arizona Constitution; Claims for breach of any contract or covenant, express or implied; tort Claims; Claims for unlawful discrimination or harassment including, but not limited to, any and all Claims based on race, color, sex, religion, creed, age, physical or mental disability, medical condition, marital status, veteran status, sexual orientation, ancestry or national origin; and/or any Claims arising under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family and Medical Leave Act, the Arizona Employment Protection Act, (A.R.S. § 23-1501), the Arizona Civil Rights Act (A.R.S. § 41-1461), the Arizona Minimum Wage Act (A.R.S. § 23-362), the Arizona Equal Pay Act (A.R.S. § 23-341), , the Genetic Information Nondiscrimination Act of 2008, the Equal Pay Act, the Rehabilitation Act of 1973, the Employee Retirement Income Security Act of 1974, the Racketeer Influenced and Corrupt Organizations Act and/or Section 1981 of Title 42 of the United States Code (including any amendments to the foregoing); Claims for benefits; Claims for wrongful termination; and Claims for violation of any federal, state or local laws and/ or the violation of any public policy.***

1. Claims Not Covered

. This agreement does not apply to or cover Claims for workers’ compensation, unemployment insurance compensation benefits or any other Claims that, as a matter of law, the Parties cannot agree to arbitrate. It also does not apply to or cover Claims based upon an employee benefit or pension plan that either (a) contains an arbitration or other nonjudicial resolution procedure, in which case the provisions of such plan will apply; or (b) is underwritten by a commercial insurer which decides Claims. This agreement also does not apply to or cover Claims for temporary restraining orders or preliminary injunctions (“temporary equitable relief”) in cases in which such temporary equitable relief would otherwise be authorized by law including, but not limited to, Claims for intellectual property violations, unfair competition or the use or unauthorized disclosure of trade secrets or confidential information. However, final determination and trial on the merits of any Claim for which temporary equitable relief is sought will occur in front of, and will be decided by, the arbitrator, who will have the same power to order legal or equitable remedies as a court of general jurisdiction.

1. Arbitration
   1. Procedure

. Except as provided in this agreement, the Federal Arbitration Act (the “Act”) will govern the interpretation, enforcement and all proceedings pursuant to this agreement. If for any reason the Act is deemed inapplicable, then the laws of the State of California pertaining to agreements to arbitrate will apply. The arbitration will be administered by the Judicial Arbitration and Mediation Services (“JAMS”) pursuant to its Employment Arbitration Rules and Procedures (“Rules”) in place at the time of the Claim, unless the Parties agree otherwise in writing. (The current Rules are available for review online at [www.jamsadr.com](http://www.jamsadr.com). JAMS may also be contacted at 1.800.352.5267 for additional information.) To the extent the Act or Rules conflict with any term of this agreement, the terms of this agreement will control. To commence arbitration of a Claim under this agreement, either Party may contact the local office of JAMS. Written notice that arbitration has been commenced will be mailed to the Parties at the addresses set forth below their signatures to this agreement, or such other address as may be designated from time to time in writing by either Party to the other Party. The arbitration will be conducted before a single neutral arbitrator who is a retired judicial officer selected in accordance with the Rules and will take place in the city in which Employee is (or was last) employed by the Company. The arbitrator will have jurisdiction over the Claim. The arbitrator, and not any federal, state or local court or agency, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this agreement including, but not limited to, any Claim that all or any part of this agreement is void or voidable. The decision of the arbitrator will be final and binding upon the Parties, except as otherwise provided in this agreement.

* 1. Discovery

. The Parties agree to permit discovery proceedings in accordance with the Rules and/or the Act. Any disputes relating to such discovery will be resolved by the arbitrator, taking into account the mutual desire of the Parties to have a fast, cost-effective dispute resolution mechanism.

* 1. Arbitration Costs and Fees

. If the Company commences arbitration proceedings, the Company will pay for the arbitrator’s fees and the administrative costs of the arbitration. If Employee commences arbitration proceedings, the cost of the arbitrator’s fees and the administrative costs of the arbitration will be shared equally between the Parties provided, however, Employee's maximum out of pocket expenses for the arbitrator and the administrative costs of the arbitration will be an amount equal to the filing fee to initiate a Claim in the court of general jurisdiction in the state where Employee is (or was last) employed by the Company. Each Party will bear its own attorneys’ fees and costs. However, if any Party prevails on a statutory claim which affords the prevailing Party attorneys’ fees and costs, or if there is a written agreement providing for attorneys’ fees and/or costs, the arbitrator may award reasonable attorneys’ fees and/or costs to the prevailing Party, applying the same standards a court would apply under the law applicable to the Claim.

* 1. Remedies and Written Award

. Either Party, upon request at the close of the hearing, will be given leave to file a post-hearing brief. The time for filing such a brief will be set by the arbitrator. The arbitrator will be empowered to award any Party any remedy at law or in equity that the Party would otherwise have been entitled to had the Claim been litigated or pursued in a civil court or administrative forum including, but not limited to, general, special and punitive damages, and injunctive relief. However, the arbitrator's authority to award any remedy is subject to whatever limitations, if any, exist in the applicable law. The arbitrator will issue a written decision outlining the arbitrator’s essential findings and conclusions no later than 30 days from the date the arbitration hearing concludes or the post-hearing briefs (if requested) are received, whichever is later. The arbitrator will have jurisdiction to hear and rule on pre-hearing disputes and is authorized to hold pre-hearing conferences by telephone or in person, as the arbitrator deems advisable. The arbitrator will have the authority to entertain a motion to dismiss and/or a motion for summary adjudication and/or summary judgment by any Party and will apply the standards governing such motions under the Act. Judgment upon the arbitration award may be entered in any court having jurisdiction, or application may be made by either Party to such court for a judicial confirmation and acceptance of the award and an order of enforcement, as applicable.

Review of Award

. At the written request of either Party within 10 days after the issuance of the award, the award will be subject to affirmation, reversal or modification, following review of the record and arguments of the Parties by a second arbitrator selected in accordance with the Rules who will, as far as practicable, proceed in accordance with the law and procedures applicable to appellate review by the applicable state court of appeal of a civil judgment following a court trial.

1. Mediation

. The Parties may, by mutual written agreement only, stay the commencement of the arbitration proceedings from time to time to allow for any form of negotiation or mediation of a Claim. The Parties’ consent to the use of negotiation or mediation to try to resolve any Claim will in no way abrogate the right and obligation of the Parties to rely on arbitration for the final resolution of all Claims between the Parties.

1. Time Limits for Demanding Arbitration

. A written demand for arbitration for a Claim must be submitted within the statute of limitations period (deadline for filing) applicable in a civil court or administrative forum. If a Party does not submit and serve a written demand for arbitration for a Claim within the applicable statute of limitations period such failure will constitute an absolute bar to the institution of any proceedings in any forum with respect to such Claim and will constitute a waiver of any rights regarding such Claim.

1. Waiver of Class and Representative Actions.

Except as otherwise required under applicable law, the Parties expressly intend and agree that (a) class action and representative action procedures will not be asserted, nor will they apply, in any arbitration pursuant to this agreement; (b) each will not assert class action or representative action Claims against the other in arbitration or otherwise; and (c) they will only submit their own, individual Claims in arbitration and will not seek to represent the interests of any other person. The Parties also agree that the arbitrator may not consolidate more than one person’s Claims and may not otherwise preside over any form of a representative or class proceeding.

1. General Provisions
   1. Confidentiality

Neither Party nor the arbitrator may disclose the existence, content or results of any arbitration under this agreement without the prior written consent of all Parties, except for filing pleadings to compel arbitration, confirm any award of the arbitrator, challenge such an award or as required under applicable law.

* 1. Consideration for Agreement

. The Parties acknowledge and agree that the consideration for this agreement includes, but is not limited to, (a) the Company's and Employee's mutual desire and exchange of promises to arbitrate their disputes (except those disputes specifically excluded) rather than litigate them before courts or other administrative bodies; and (b) the Company's employment of Employee.

* 1. Governing Law

. Any Claim to be arbitrated under this agreement will be governed by the substantive law (and the law of remedies, if applicable) of the state in which the Claim arose, or federal law, or both, as applicable to the Claim asserted. The arbitrator is without jurisdiction to apply any different substantive law or law of remedies.

* 1. Counterparts

. This agreement may be executed in any number of counterparts and each such counterpart will be deemed to be an original instrument.

* 1. Severability

. Each provision of this agreement is independent, separate and divisible, and in the event any provision of this agreement is found by the final order of an arbitrator or a court of competent jurisdiction to be invalid, unenforceable or in contravention of any applicable federal or state law or regulation, such provision will be deemed not to be a part of this agreement and will not affect the validity or enforceability of the remaining provisions. Nothing contained in this agreement will be construed so as to require the commission of any acts contrary to law, and wherever there is a conflict between any provision of this agreement and any present or future law or regulation, such provision will be limited to the extent necessary to make it comply with such law or regulation.

* 1. Entire Agreement

. This agreement is the complete agreement and understanding between Employee and the Company on the subject of dispute resolution, except for any arbitration agreement in connection with any pension or benefit plan. This agreement supersedes any prior or contemporaneous oral or written understandings on the subject. No party is relying on any representations, oral or written, on the subject of the effect, enforceability or meaning of this agreement, except as specifically set forth in this agreement

* 1. At Will Employment

Employee's employment with the Company is at will in nature. The Parties acknowledge that nothing in this agreement, including the Company's willingness to submit Claims to arbitration, will be construed to create any express or implied agreement that conflicts with the at will nature of Employee’s employment relationship.

* 1. Jury Trial Waiver

Both the Parties expressly waive any right that either Party has or may have to a jury trial of a Claim arising out of or in any way related to Employee's employment with the Company or the termination of such employment.

EMPLOYEE ACKNOWLEDGES THAT EMPLOYEE HAS CAREFULLY READ THIS AGREEMENT AND UNDERSTANDS ITS TERMS AND EMPLOYEE HAS ENTERED INTO THIS AGREEMENT VOLUN­TARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS BY THE COMPANY OTHER THAN THOSE CONTAINED IN THIS AGREEMENT. EMPLOYEE FURTHER ACKNOWLEDGES THAT EMPLOYEE HAS BEEN GIVEN THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH EMPLOYEE’S OWN LEGAL COUNSEL AND HAS AVAILED HIMSELF OR HERSELF OF THAT OPPORTUNITY TO THE EXTENT EMPLOYEE WISHES TO DO SO.

EMPLOYEE MEDICARE TRANS LLC

By:

Employee’s Signature Its:

Print Name

Address: Address:

Date: Date: