



LEGENDARY BEHAVIORAL SERVICES, LLC

EMPLOYEE HANDBOOK

Effective: August 2026

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INTRODUCTION

WELCOME TO LEGENDARY BEHAVIORAL SERVICES, LLC

We are thrilled to welcome you to our team! At Legendary Behavioral Services, LLC, every employee plays a vital role in our mission to improve lives through evidence-based behavioral services. We are committed to creating an environment that is professional, supportive, and dedicated to excellence in Applied Behavior Analysis (ABA). We hope you will find your work here meaningful and rewarding. The success of each child and family we serve is a direct reflection of the dedication and expertise you bring every day.

HISTORY

Legendary Behavioral Services, LLC is a California-based provider of Applied Behavior Analysis (ABA) therapy for children and adolescents with autism spectrum disorder (ASD) and related developmental disabilities. Founded on the belief that every individual deserves access to high-quality, compassionate behavioral services, our company has built a reputation for clinical excellence, ethical practice, and meaningful outcomes for the families we serve.

Our leadership team brings decades of combined experience in ABA and is committed to ongoing professional development, research-based practices, and the highest standards of clinical supervision. We are proud to employ a team of passionate, skilled professionals who share our commitment to making a lasting difference.

MISSION AND VISION

Our Mission here at Legendary Behavioral Services, LLC is to provide compassionate, evidence-based, and individualized behavioral health services to children and families impacted by autism and other developmental differences. We are committed to empowering each individual to reach their fullest potential while actively promoting self-advocacy, dignity, and inclusion. Our dedicated team not only designs personalized, goal-driven programs but also works to strengthen the entire family system. Through meaningful parent collaboration and training, we equip caregivers with the tools and confidence to take an active, informed role in the therapeutic process, fostering lasting progress and improved quality of life for every family we serve. Our vision is to be the most trusted and respected ABA provider, recognized for exceptional outcomes, compassionate care, and a culture of continuous learning and growth.

CORE VALUES

- **Excellence:** We uphold the highest standards of clinical practice and professional conduct.
- **Compassion:** We treat every client, family, and colleague with kindness, dignity, and respect.
- **Integrity:** We act ethically and honestly in all aspects of our work.
- **Collaboration:** We believe in teamwork — with clients, families, and colleagues.
- **Growth:** We are committed to continuous learning, innovation, and professional development.

HANDBOOK PURPOSE

This Employee Handbook is provided to inform you about the Company's philosophy, employment practices, and policies. It also outlines the standards of conduct expected of all employees. While this handbook is not a contract of employment, it does contain important information that all employees should understand. By accepting employment with Legendary Behavioral Services, LLC, you agree to conform to the rules, regulations, policies, and procedures of the company.

Except for the at-will employment provisions, the Company reserves the right to amend this handbook at any time. Any such changes will be communicated to employees promptly. This handbook does not supersede applicable federal, state, or local laws, and any provision found to be unenforceable does not invalidate the remainder of the handbook.

Nothing in this handbook is intended to infringe upon employee rights under Section 7 of the National Labor Relations Act (NLRA). We encourage all employees to read this handbook thoroughly and direct any questions to their supervisor or Clinical Director.

ARBITRATION

Although the Company anticipates a harmonious and productive relationship with its employees, the Company recognizes that sometimes disputes may arise. In the interest of resolving such disputes quickly and fairly, employees have been given a Mutual Agreement for Individual Arbitration ("Arbitration Agreement"). The Arbitration Agreement is provided separately.

EMPLOYMENT

EQUAL EMPLOYMENT OPPORTUNITY

Legendary Behavioral Services, LLC is an equal opportunity employer. It is our policy to provide equal employment opportunities to all qualified individuals without regard to:

- Race, color, or national origin (including language use restrictions)
- Sex, gender, gender identity, and gender expression
- Sexual orientation
- Religion, including dress and grooming practices
- Age (40 and over)
- Pregnancy, childbirth, breastfeeding, or related medical conditions
- Marital or domestic partner status
- Genetic information, including family medical history
- Physical or mental disability
- Military or veteran status
- Citizenship and/or immigration status
- Medical conditions, including cancer and HIV/AIDS
- Political activities or affiliations
- Lawful conduct occurring during nonworking hours not on Company premises
- Prior non-conviction arrest record
- Any other protected characteristic under applicable federal, state, or local law

Discriminatory, harassing, or retaliatory behavior is prohibited from all individuals in the workplace, including coworkers, supervisors, clients, and third parties. The Company will promptly investigate all allegations of discrimination, harassment, or retaliation.

BACKGROUND CHECKS

Prior to or after making a conditional offer of employment, the Company may conduct job-related background checks, including prior employment verification, professional reference checks, education confirmation, criminal background checks, and — where permitted by California law (AB 22) — credit checks. Third-party services may be engaged to conduct these checks. All offers of employment are contingent upon a satisfactory background check. In compliance with California law, the Company will follow all required procedures under the California Investigative Consumer Reporting Agencies Act (ICRAA) and the Consumer Credit Reporting Agencies Act (CCRAA).

AT-WILL EMPLOYMENT NOTICE

Employment with Legendary Behavioral Services, LLC is at-will. This means that either the employee or the Company may terminate the employment relationship at any time, with or without cause, and with or without prior notice. No manager, supervisor, or other representative of the Company has the authority to alter the at-will nature of employment through oral statements or promises.

Nothing in this handbook creates a contract of employment or an implied promise of continued employment. The at-will nature of employment can only be changed by a written agreement signed by an authorized officer of the Company.

ANNIVERSARY DATE AND SENIORITY

An employee's official employment anniversary date is their date of hire. Seniority is measured by continuous service from the date of hire. If an employee separates from the Company and is rehired within six (6) months of their separation date, any previously accrued seniority will be reinstated. Upon rehire, seniority will continue to accrue from the rehire date moving forward. However, if an employee leaves the Company and is rehired after 6 months, previously accrued seniority is forfeited and begins to accrue anew from the rehire date. Seniority generally does not accrue during unpaid leaves of absence exceeding 30 calendar days, except as required by applicable law.

IMMIGRATION LAW COMPLIANCE

In compliance with the Immigration Reform and Control Act (IRCA), all employees must establish their identity and authorization to work in the United States. Each new employee must complete Section 1 of Form I-9 on their first day of employment and provide acceptable documentation within three business days of hire.

INTRODUCTORY PERIOD

The first 90 days of employment constitute an introductory period. During this time, the Company will evaluate the employee's performance, skills, and fit. Employees may also use this period to evaluate whether the position meets their expectations. Completion of the introductory period does not alter the at-will employment relationship or guarantee continued employment.

Former employees who are rehired after a separation of more than one year are considered introductory employees during their first 90 days following rehire.

EMPLOYMENT CLASSIFICATIONS

Regular Full-Time Employee -An employee scheduled to work 40 hours per week on a regular basis and eligible for company benefits.

Regular Part-Time Employee-An employee scheduled to work less than 40 hours per week and eligible for company benefits.

Part-Time Employee-An employee scheduled to work less than 30 hours per week.

Exempt Employee-An employee whose position meets the criteria for exemption from overtime requirements under the California Labor Code and the Fair Labor Standards Act (FLSA). Exempt employees are expected to work the hours necessary to fulfill their job responsibilities.

Non-Exempt Employee-An employee whose position does not meet exemption criteria and who is entitled to overtime compensation in accordance with California law. Unless otherwise notified in writing, all employees are classified as non-exempt.

PERSONNEL RECORDS

The Company maintains personnel files for all employees. Employees are required to promptly notify their supervisor of any changes to personal information, including address, phone number, or emergency contacts.

Employee personnel files have restricted access. Employees may review their own personnel file by submitting a written request to their supervisor. The Company will make the file available within 30 days of receipt of the request, as required by California Labor Code Section 1198.5.

EMPLOYEE REFERENCES

The Company limits external disclosures about current and former employees to dates of employment and positions held. Only authorized management personnel (Clinical Directors) may release further information with appropriate authorization. Consistent with California law, the Company may, upon request from an employee and with appropriate authorization, disclose job-related performance information, including qualifications, rehire eligibility, and separation status, provided such disclosures are made in good faith and without malice. This policy is designed to protect both the Company and its employees.

Current or former employees seeking an employer reference must provide the Company with a reference request form that provides a written authorization for the release of information, including a release of liability.

Supervisors, and other employees are not authorized to provide employment references on behalf of the Company. Any individual who chooses to provide a personal reference must clearly state that the opinions expressed are their own and not those of Legendary Behavioral Services, LLC.

This policy is intended to comply with California Civil Code Section 47(c), which provides qualified privilege to employers for certain communications regarding job performance made without malice. The Company reserves the right to modify this policy at any time in accordance with applicable laws and regulations.

JOB TRANSFERS

Management reserves the right to assign employees to positions and locations as needed. All job transfers, promotions, reassignments, and lateral moves are determined solely by the Company in accordance with business needs.

CONDUCT AND BEHAVIOR

GENERAL CONDUCT GUIDELINES

Orderly and efficient operation of the Company requires that employees maintain professional standards of conduct. The following behaviors are considered unacceptable and may result in disciplinary action, up to and including termination:

1. Failure to comply with the policies in this handbook.
2. Negligence or inconsiderate treatment of clients or their records.
3. Theft, misappropriation, or unauthorized use of Company, client, or employees property.
4. Divulging trade secrets or confidential information to unauthorized persons.
5. Falsifying or altering records, time sheets, or other Company documents.
6. Willful or careless damage to property of the Company, clients, or employees.
7. Accepting or giving bribes, gifts, in connection with Company business without management approval.
8. Unauthorized access to Company premises.
9. Violating safety, security, or fire prevention regulations.
10. Conduct that is illegal under federal, state, or local law.
11. Creating a disturbance on Company premises.
12. Use of abusive language or engaging in rude, discourteous, or unprofessional behavior.
13. Insubordination or refusal to follow reasonable instructions from a supervisor
14. Failure to adhere to scheduled work hours without proper notification.
15. Sleeping during regular working hours.
16. Unauthorized personal phone use during scheduled work hours.
17. Recording time for another employee or having time recorded by another employee.
18. Use, possession, or distribution of illegal drugs or controlled substances on Company premises or while performing Company duties.
19. Unauthorized possession of a weapon on Company premises.
20. Falsification of employment applications, medical information, or employment history.

SEXUAL AND OTHER UNLAWFUL HARASSMENT

Legendary Behavioral Services, LLC is committed to providing a workplace free of sexual harassment and all other forms of unlawful harassment. Sexual harassment is defined under California law as unwanted sexual advances, requests for sexual favors, or visual, verbal, or physical conduct of a sexual nature when:

- Submission to the conduct is made a condition of employment;
- Submission to or rejection of the conduct is used as a basis for employment decisions; or
- The conduct unreasonably interferes with work performance or creates an intimidating, hostile, or offensive work environment.

Prohibited conduct includes, but is not limited to: unwanted sexual advances; offering employment benefits in exchange for sexual favors; leering or sexually suggestive gestures; derogatory sexual comments or jokes; physical touching or blocking movements; and retaliation for reporting harassment.

Harassment on the basis of race, color, religion, national origin, disability, age, gender, or any other protected characteristic is also strictly prohibited.

All Supervisors are responsible for:

- Implementing the Company policy on harassment, which includes, but is not limited to, sexual harassment and retaliation;
- Ensuring that all employees they supervise have knowledge of and understand the Company policy;
- Reporting any complaints of misconduct to the designated company representative, Clinical Directors, so they may be investigated and resolved internally;
- Taking and/or assisting in prompt and appropriate corrective action when necessary to ensure compliance with the policy, and; Conducting themselves in a manner consistent with the policy.

RETALIATION

Retaliation against any employee who in good faith reports harassment, participates in an investigation, or otherwise exercises rights under this policy is strictly prohibited and unlawful under California law. Filing a complaint in good faith will not result in disciplinary action.

REPORTING PROCEDURES

Any employee who experiences or witnesses harassment should report it as soon as possible to their supervisor, or Clinical Director. Employees are not required to report to a supervisor who is hostile, has engaged in the prohibited conduct, or with whom the employee is uncomfortable. Complaints may be made orally or in writing.

The Company recognizes that actions that were not intended to be offensive may be taken as such. An employee who believes that they have been subjected to sexual harassment by anyone is encouraged, but not required, to promptly tell the person that the conduct is unwelcome and ask the person to immediately stop the conduct. A person who receives such a request must summarily comply with it and must not retaliate against the employee for rejecting the conduct. The Company encourages, but does not require, individuals to take this step before utilizing the Complaint Procedure.

All complaints will be investigated promptly, thoroughly, and confidentially to the fullest extent possible. If prohibited harassment is substantiated, appropriate corrective and disciplinary action, up to and including termination, will be taken.

Employees who make intentionally false complaints may be subject to discipline.

ABUSIVE CONDUCT / WORKPLACE BULLYING

California law (AB 2053) requires employers to address abusive conduct in the workplace. Abusive conduct is defined as malicious conduct by an employer or employee that a reasonable person would find hostile, offensive, and unrelated to legitimate business interests. This includes repeated verbal abuse, intimidation, humiliation, or the gratuitous sabotage of an employee's work. A single act may constitute abusive conduct if it is sufficiently severe.

The Company does not tolerate abusive conduct in any form. Employees should report concerns to a supervisor or Clinical Director. All complaints will be investigated promptly and confidentially. Retaliation against employees who report abusive conduct is prohibited.

COMPLAINT PROCEDURE

The Company subscribes to the open door policy. Employees may bring a particular complaint to their supervisor for resolution. When matters cannot be handled on an informal basis, the Company has established a formal procedure for a fair review of any work related controversy, dispute or misunderstanding. A complaint may be brought by one or more employees concerning any work-related problem where the complaint has not been satisfactorily resolved in an informal manner. Employees may skip to Step 2 if the complaint is related to their supervisor or if they feel they would not provide an impartial resolution to the problem.

Step 1: Submit a written complaint to your supervisor within three working days of the incident. A meeting will generally be held within three working days of the request. If the matter is not resolved, a written response will be provided within three additional working days. Employees may skip to Step 2 if the complaint involves their supervisor.

Step 2: If not resolved at Step 1, submit a written request for review to the Clinical Director or designee within three working days of receiving the Step 1 response. A meeting will be arranged, and a final written decision will be issued within ten working days of receipt of the Step 2 request.

TRAINING

The Company will provide harassment prevention training in adherence with applicable law. Employees will receive the appropriate training no less than every two years. Employees are also encouraged to view the sexual harassment training course created by the California Civil Rights Department at <https://calcivilrights.ca.gov/shpt/>.

GOVERNMENT AGENCIES

The Federal Equal Employment Opportunity Commission offers additional avenues for employees to lodge complaints. For more information, visit <https://www.eeoc.gov>.

RESPONSE TO WORKPLACE INVESTIGATIONS

All reports describing conduct that is inconsistent with this policy will be investigated promptly, thoroughly, fairly, and objectively by qualified personnel. The investigation will include documentation and tracking for reasonable progress and will provide all parties appropriate due process in an effort to reach reasonable conclusions based on the evidence collected.

The Company may put certain interim measures in place, such as a leave of absence, during the investigation. The Company will maintain confidentiality to the extent possible based on the needs of the situation. Once a report has been thoroughly investigated, the Company will take appropriate action. If an investigation reveals that it is more likely than not that a violation of this policy or other inappropriate conduct has occurred, then Legendary Behavioral Services, LLC will take prompt and fair corrective action, including discipline up to and including termination, as is appropriate under the circumstances, regardless of the job positions of the parties involved.

The Company may discipline an employee for any inappropriate conduct discovered in investigating reports made under this policy, regardless of whether the conduct amounts to a violation of law or even a

violation of this policy. If the person who engaged in the harassment is not employed by the Company, then the Company will take whatever corrective action is reasonable and appropriate under the circumstances.

DRESS CODE

Examples of appropriate clothing include, but are not limited to:

- Clean and presentable pants/skirts (skirts should be knee to ankle length)
- Clean and presentable shorts; mid-thigh length or longer
- Clean, presentable shirts
- Clean casual shoes (including tennis and athletic shoes)
- Closed toe shoes
- Sandals with back strap

Examples of inappropriate clothing include, but are not limited to:

- Pants/skirts with holes, in most circumstances
- Halter tops, beach wear, spaghetti strap tops, tank tops or pajamas
- Clothing with offensive slogans or language, sexually related references or promotes drug use
- Shorts; short shorts, athletic cut-offs,
- Shoes with an open toe or heel
- Shoes with high heels
- Flip flops/Slip-on slippers
- Dirty tennis or athletic shoes

Additional Guidelines:

- Fragrance – Recognizing that clients and visitors in the workplace may have sensitivity or allergies to fragrant products, including but not limited to perfume colognes, fragrant lotions or hair products, employees are advised to apply fragrance in moderation.
- Hygiene – Every employee is expected to practice good hygiene and grooming habits daily.
- Jewelry – Employees may wear Jewelry in moderation, including size of the jewelry pieces and the number of pieces worn. Where job duties present any type of safety risk, those therapist are recommended to severely limit wear of jewelry.
- Nails – Hands and nails should be clean and conservatively manicured. Employees working directly with clients are required to maintain short/Mid length nails to avoid injury to self or others. Lengthy nails pose an injury risk during physical interventions or active play with children.

Managers and supervisor are expected to inform employees when they are violating the dress code. Employees in violation are expected to immediately correct the issue. This may include having to leave work to change clothes. Repeated violations or violations that have major repercussions may result in the following disciplinary actions, including termination.

This policy is not intended to prohibit any religious or ethnic practices. If you have any questions or concerns about this policy, please reach out to your Clinical Director.

COMPENSATION

PAY PERIODS

The Company's standard workweek begins at 12:00 a.m. on Monday. All employees are paid on a bi-weekly basis (every two weeks). Paychecks are distributed on Fridays for the prior two-week pay period.

If a payday falls on a holiday or weekend, employees will be paid on the preceding scheduled workday. Direct deposit is available and strongly encouraged. Employees will be notified via email of any changes to normal payroll processing schedules.

TIMEKEEPING

All non-exempt employees are required to accurately record all hours worked using the Company's designated timekeeping system. Employees must clock in no earlier than five minutes before their scheduled shift and clock out no later than five minutes after their scheduled shift.

Employees must also clock in and out for all meal periods. Employees may not ask another employee to clock in or out on their behalf. Accurate timekeeping is a legal requirement under California wage and hour law. Failing to maintain accurate time records constitutes a serious performance issue.

Non-exempt employees may not work overtime or unscheduled time including clocking in early, clocking out late, or working through meal periods.

CANCELLATIONS

The Company recognizes that session cancellations directly impact employee schedules, compensation, and the continuity of care for our clients. This policy establishes clear expectations for both staff and families regarding cancellations, and ensures employees are compensated fairly and in accordance with applicable California wage and hour law.

Client Cancellation Notice Requirements

To minimize disruption to employee schedules and client programming, the Company requires that parents or guardians provide a minimum of 24 hours advance notice for any session cancellation. When 24 hours notice is not possible, families must notify the Company at least one hour prior to the scheduled session start time. Cancellations received with less than one hour's notice, or sessions where the client is a no-show, or cancels at the door are considered last-minute cancellations.

Consistent and timely attendance is essential to the effectiveness of ABA therapy. If a pattern of last-minute cancellations or no-shows is identified, the Company will schedule a meeting with the family to address the concern and, when appropriate, establish a formal attendance contract to support consistent session participation. Repeated noncompliance may affect the family's scheduling priority or continued enrollment with the Company.

Last-Minute Cancellation Compensation

In compliance with California reporting time pay requirements, employees who report to a scheduled client session and are unable to provide services due to client cancellation, no-show will be compensated as follows: If a client cancels less than 45 minutes before the scheduled session start time and the assigned therapist is already en route to or physically present at the work location, the employee will receive pay for half of their scheduled session time at the administrative rate in the event there is no coverage assignment available for them.

Cancellations that occur outside of the 45-minute window (i.e., more than 45 minutes before the session) are not eligible for last-minute cancellation compensation. In these cases, the Company will make reasonable efforts to offer the affected employee a coverage assignment or assign a training to complete to minimize loss of scheduled work time.

Coverage Assignments and Declination

When a cancellation occurs whether last-minute or in advance the Company will make a good-faith effort to offer the affected therapist available coverage assignments to fill their schedule. If a last-minute cancellation occurs (within 45 minutes of session start time) and a coverage assignment is available but the therapist declines the offered coverage, the therapist will be compensated only for documented travel time to their original work location at the administrative rate. No additional session compensation will apply in this circumstance. Employees are encouraged to remain available and flexible when cancellations occur, as acceptance of coverage assignments supports both the employee's own scheduled hours and earnings.

REPORTING TIME PAY

Reporting time pay does not apply when operations cannot commence due to civil emergencies, threats to client/ employees or property, public utility failures, Acts of God, or when the employee is unfit to work or is sent home as a disciplinary measure.

"Off-the-clock work" is strictly prohibited for non-exempt employees.

The Company will pay non-exempt employees for all time actually worked. Thus, it is important that non-exempt employees always accurately and completely report all hours worked and clock in and out for meal periods so they can be paid correctly.

Allowing, encouraging, or pressuring non-exempt employees to work off the clock or fail to take meal periods or rest periods is strictly forbidden.

All overtime reported must be previously authorized by a supervisor. Non-exempt employees who work overtime without approval will be paid for all hours worked. Overtime is dictated by business needs.

TRAVEL TIME BETWEEN CLIENTS

Travel time between assigned client locations is considered compensable work time when travel occurs during scheduled working hours or as a direct requirement of job duties. The Company will compensate employees for reasonable travel time between consecutive client sessions when:

- Travel occurs directly from one client location to another, and
- The time between sessions is reasonably close in sequence, generally defined as 1 hour or less between scheduled appointments, and
- The employee is actively scheduled for back-to-back consecutive client services.

The following time periods are NOT considered compensable travel time:

- Gaps longer than 1 hour between client sessions
- Voluntary gaps in scheduling chosen by the employee
- Time spent at home or in a personal location between non-consecutive shifts
- During non-compensable gaps, employees are considered off-duty and not working

OVERTIME

In compliance with California law, non-exempt employees when authorized will receive overtime pay as follows:

- 1.5x the regular rate of pay for all hours worked over 8 in a workday
- 1.5x the regular rate of pay for all hours worked over 40 in a workweek

All overtime must be pre-approved by a supervisor. All overtime work must be previously authorized by a supervisor but will be paid regardless of whether it was previously authorized.

If an employee requests and receives approval to make up missed work time in the same workweek, makeup hours may not be counted for overtime purposes, provided total daily hours do not exceed 11, per California Labor Code Section 513.

Only actual hours worked in a given workday or workweek can apply when calculating overtime; time paid but not worked, such as PTO and/or paid sick leave, do not apply when calculating overtime.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

PAYROLL DEDUCTIONS

The Company is required by law to make certain mandatory deductions from employees' paychecks, including federal and state income taxes, Social Security and Medicare taxes (FICA), State Disability Insurance (SDI), and court-ordered wage garnishments.

Voluntary deductions may include health, dental, and vision insurance premiums, retirement plan contributions, and other authorized deductions.

Exempt Employee Payroll Deductions

The Company complies with the salary basis requirements of the FLSA and California law. Deductions from exempt employees' salaries are only made in circumstances permitted by law, such as absences of one or more full days for personal reasons, sickness or disability under a bona fide plan, jury duty, military pay offsets, or penalties for major safety violations.

If you believe an improper deduction has been made from your paycheck, immediately report it to your supervisor or payroll representative. All reports will be promptly investigated and, if an error is confirmed, you will be reimbursed.

PAY ADJUSTMENTS, PROMOTIONS, AND DEMOTIONS

All pay increases are based on merit and market factors. There is no guaranteed automatic annual cost-of-living adjustment. The Company retains sole discretion to determine the criteria for all promotion decisions. Salaries may also be adjusted downward due to job restructuring, duty changes, transfers, or adverse business conditions.

PERFORMANCE EVALUATIONS

Employees generally receive a formal performance appraisal annually. Evaluations may be written or oral and may occur at intervals other than exactly once per year, at the discretion of management. Employees are required to sign evaluation documents; a signature indicates the evaluation was reviewed and discussed, not necessarily that the employee agrees with all comments. Informal coaching and feedback may occur at any time.

WORK ASSIGNMENTS

All positions include 'other duties as assigned.' Employees may periodically be asked to perform duties of an absent colleague or temporarily vacant role and will be compensated at their regular rate of pay for such work.

EXPENSE REIMBURSEMENT

The Company will reimburse employees for reasonable, necessary, and pre-approved business expenses incurred during the course of Company business.

Original receipts are required for all expenses. Expense reimbursement requests must be submitted within 30 days of incurring the expense, with management approval.

The Company does not provide salary advances or loans to employees.

DIRECT DEPOSIT/WAGE STATEMENTS

For your convenience, the Company provides the service of depositing your pay directly into your bank account. Employees are invited to take advantage of this convenience. Please be sure your account information on file with the Company is always up to date. If you have any questions about the information contained in or the accuracy of your wage statement, please contact Clinical Director.

BENEFITS

PAID SICK LEAVE

In compliance with the California Healthy Workplaces, Healthy Families Act (AB 1522, as amended), all employees including part-time and temporary employees accrue paid sick leave at a rate of one hour for every 30 hours worked, beginning on the first day of employment. Accrual occurs on a bi-weekly pay period basis.

Employees may begin using accrued sick leave on the 90th day of employment. Sick leave may be used in minimum increments of 1 hour.

The Company limits use of paid sick leave to a maximum of 40 hours (5 days) per year, in compliance with California law. Sick leave accrual is capped at 80 hours; once this cap is reached, accrual ceases until hours are used. Unused sick leave carries over to the following year. Employees may only carry over up to 20 hours of unused paid sick leave into the following benefit year. Any accrued sick leave beyond the 20 hour carryover cap, will not be carried forward once the employee has reached the maximum allowable balance to the following year.

Unused accrued sick leave is not paid out upon separation of employment. Employees rehired within 6 months of separation will have previously accrued sick leave reinstated.

If the need for sick leave is foreseeable, advance 24 hour notice must be provided. If unforeseeable, employees must notify their supervisor as soon as practicable.

PAID TIME OFF (PTO)

In addition to sick leave, the Company provides Paid Time Off (PTO) to full time employees. PTO is intended for vacation, personal time, and non-sick absences. PTO accrual rates are based on employment classification and length of service. PTO requests must be submitted to and approved by your supervisor within 2 weeks advance notice. PTO does not accrue during unpaid leaves of absence unless required by applicable law. The Company will provide employees with updated PTO accrual schedules upon request.

All “Full-Time” and “Regular Part-Time” employees of the company are eligible to participate in the Company's Paid Time Off (PTO) program. PTO is intended to provide employees with paid time away from work for vacation, personal needs, or other non-illness-related absences. Part-Time employees, Temporary employees and employees classified as independent contractors are not eligible for PTO under this policy. PTO is separate from and in addition to California's mandatory paid sick leave entitlement described in this handbook.

Accrual Schedule

PTO accrues based on length of “Full-Time” and “Regular Part-Time” employment status:

Employment	Annual PTO Allotment	Accrual Method
0–3 years	40 hours (5 days)	Frontloaded on first day eligible for PTO benefits
4+ years	80 hours (10 days)	Frontloaded on anniversary date

PTO is frontloaded meaning the full annual allotment is made available at the start of the applicable employment period rather than accrued hour-by-hour. Employees in their first year of employment receive their full 40-hour allotment on their first day of employment as a regular full-time or regular part-time employee. Upon reaching their four-year employment status anniversary, employees receive their full 80-hour allotment for the subsequent year.

Waiting Period

Although PTO is frontloaded on the employee's first day of employment, there is a mandatory 30-day waiting period before any PTO may be used. Employees may not use PTO during this initial 30-day period. Following the completion of the waiting period, the full frontloaded balance becomes available for use, subject to the request and approval process described below.

Requesting PTO

The Company requires a minimum of two weeks (14 calendar days) advance notice for all PTO requests. Requests must be submitted in writing to their Clinical Director and are subject to their approval based on operational and client service needs. Employees are expected to plan PTO thoughtfully and in a manner that minimizes disruption to client services, giving the Company enough time to schedule coverage for the employee's request. Requests that do not provide the required 2 week advance notice may be denied at management's discretion. Emergency or unforeseen circumstances will be considered on a case-by-case basis.

PTO Carryover

Unused earned PTO will carry over from one employment year to the next. The Company maintains a reasonable maximum PTO balance of Fifteen (15) days, or (120 hours). Once an employee reaches the maximum PTO balance, the employee will not receive additional PTO that would cause the employee's balance to exceed the established maximum. PTO will resume being credited once the employee's balance falls below the maximum. California permits reasonable vacation/PTO accrual caps, provided the policy is not used to prevent employees from reasonably utilizing their earned benefits. Employees are encouraged to plan effectively and use PTO throughout the year.

PTO Payout

In accordance with California law, any accrued but unused PTO that has vested is considered earned wages and will be paid out upon separation of employment, regardless of the reason for separation. Employees should be aware that because PTO is frontloaded at the start of each period, the vested portion at the time of separation will be calculated on a pro-rata basis relative to the portion of the employment year completed.

Interaction with Other Leaves

PTO may be used concurrently with or in addition to other approved leaves of absence, where permitted by law and Company policy. The Company may require employees to use available PTO during certain leaves of absence in accordance with California law, including leave taken under the California Family Rights Act (CFRA) or other applicable leave provisions.

General Provisions

The Company reserves the right to modify the PTO policy at any time, with reasonable notice to employees. Nothing in this policy diminishes any rights afforded to employees under applicable California law.

UNPAID TIME OFF (UTO)

The Company may, at its discretion, approve requests for Unpaid Time Off (UTO) when an employee has exhausted all available paid leave; including sick leave and any accrued paid time off benefits. Unpaid Time Off is not an entitlement and may be granted or denied based on business needs, continuity of client services, and scheduling requirements, particularly in relation to ongoing ABA service delivery and client coverage.

Employees must submit all requests for Unpaid Time Off 2 weeks in advance to their Supervisor, unless the absence is due to an unforeseen emergency. In all cases, approval must be obtained prior to the start of the requested time off, except where emergency circumstances prevent advance notice, in which case the employee must notify the Company as soon as reasonably possible. Approval decisions will be based on operational needs and staffing availability.

To maintain adequate staffing and ensure continuity of services, the Company establishes an annual limit of 40 hours of Unpaid Time Off per employee per calendar year. Any request for Unpaid Time Off beyond this limit is not guaranteed and may be denied at the Company's discretion unless otherwise required by applicable law.

While on approved Unpaid Time Off, employees will not receive compensation for non-worked hours. Employment status will remain active during approved leave, provided the leave does not exceed policy limits or otherwise trigger different leave classifications under applicable law.

Unscheduled or unapproved absences will not be considered Unpaid Time Off and may be subject to attendance review, corrective action, or other measures in accordance with Company policy. The Company reserves the right to modify, limit, or discontinue approval of Unpaid Time Off at any time based on staffing needs, client service requirements, and operational demands.

STATE DISABILITY INSURANCE (SDI)

The State of California provides a partial wage-replacement program for employees who are unable to work due to illness, injury, or pregnancy. The cost of SDI is funded entirely through employee payroll deductions. Employees must file claims directly with the California Employment Development Department (EDD).

Benefits are calculated as a percentage of wages (up to a weekly maximum set by law) and may be paid for up to 52 weeks, depending on the nature of the disability. Employees must provide a physician's certification of disability and expected return-to-work date.

PAID FAMILY LEAVE (PFL)

California's Paid Family Leave program provides partial wage replacement benefits for eligible employees for up to eight weeks (subject to periodic legislative updates) per 12-month period for:

- Bonding with a new child after birth, adoption, or foster placement
- Caring for a seriously ill child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner
- Participating in a qualifying exigency related to a family member's military deployment

Claims are filed with the EDD. PFL provides wage replacement but does not independently guarantee job protection. There is a seven-calendar-day waiting period before benefits begin.

TEMPORARY DISABILITY LEAVE

Employees with a temporary disability that prevents them from working may request an unpaid leave of absence. Such requests must be made in writing and accompanied by a physician's statement identifying the disability, the date it began, and the estimated return-to-work date. The Company will endeavor to reasonably accommodate the employee's needs consistent with business operations. Employees must exhaust accrued sick leave before unpaid disability leave begins.

PREGNANCY DISABILITY LEAVE (PDL)

Under the California Pregnancy Disability Leave Act, employees disabled due to pregnancy, childbirth, or related medical conditions are entitled to up to four months (88 workdays) of unpaid leave, regardless of length of service. The duration is determined by the employee's healthcare provider.

PDL runs concurrently with any applicable CFRA or FMLA leave. Employees must provide medical certification. Accrued sick leave must be used concurrently with PDL. Employees will be reinstated to their same or comparable position upon return, subject to applicable law.

CALIFORNIA FAMILY RIGHTS ACT (CFRA) / FMLA LEAVE

Employees who have worked for the Company for at least 12 months and have worked at least 1,250 hours in the preceding 12 months may be eligible for up to 12 weeks of unpaid, job-protected leave per year under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA) for:

- Birth, adoption, or foster placement of a child
- The employee's own serious health condition

- Caring for a family member with a serious health condition
- A qualifying military exigency

CFRA is broader than FMLA under California law and covers a wider range of family members. The Company will notify employees of their rights and designate FMLA/CFRA leave when applicable. Employees must provide 30 days' advance notice when possible and medical certification as required.

MILITARY LEAVE

Employees who serve in the U.S. Armed Forces, National Guard, or Naval Militia will be granted leave in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and California Military and Veterans Code. Employees returning from military leave will be reinstated to their previous or comparable position, provided eligibility requirements are met. A letter from the commanding officer is required for extended military duty.

OTHER LEAVES OF ABSENCE

Jury Service Leave

Employees summoned for jury duty will be granted a leave of absence. Employees must submit a copy of the summons to their supervisor. Jury service leave is unpaid; however, employees may use accrued PTO. Exempt employees are paid in accordance with FLSA requirements. Employees are expected to report to work on any day or portion thereof not spent in court.

Voting Leave

Employees who cannot vote outside of work hours will be granted up to two hours of paid leave to vote, in accordance with California Elections Code. Employees must request voting leave at least two working days before Election Day.

Witness Leave

Employees required to appear as a witness pursuant to a subpoena or court order will be granted unpaid leave for the time necessary to comply. Documentation of the court proceeding may be required.

Crime Victim Leave

Employees who are victims of violent or serious crimes, or who have an immediate family member who is such a victim, may take unpaid leave to attend legal proceedings related to the crime, in accordance with California Labor Code Section 230.2.

Bone Marrow and Organ Donation Leave

Employees who donate bone marrow receive up to 5 paid working days per year; organ donors receive up to 30 paid working days. Employees must use accrued sick leave or PTO concurrently up to a maximum of two weeks. These leaves do not run concurrently with FMLA/CFRA.

School Activities Leave

Parents and guardians of school-age children may take up to 40 hours per year (maximum of 8 hours per month) of unpaid leave to participate in school activities, in accordance with California Labor Code Section 230.8. Available PTO must be used for this leave.

Civil Air Patrol Leave

Voluntary members of the California Wing of the Civil Air Patrol employed for at least 90 days may take up to 10 days per year of leave to respond to emergency operational missions.

Volunteer Emergency Responder Leave

Employees who are volunteer firefighters, reserve peace officers, or emergency rescue personnel may take temporary unpaid leave to respond to emergency duty, as required by California Labor Code Section 230.4.

Bereavement Leave

Under AB 1949 (effective January 1, 2023), employees at companies with 5 or more employees are entitled to up to 5 days of bereavement leave upon the death of a qualifying family member. Leave may be unpaid or employees may use accrued PTO. Documentation may be required.

HEALTH, SAFETY, AND SECURITY

NON-SMOKING POLICY

California law prohibits smoking in any public building or within 20 feet of a main entrance, exit, or operable window of a public building. The Company prohibits smoking in all Company buildings, facilities, vehicles, and work sites. This policy applies to all tobacco products, electronic cigarettes (e-cigarettes), and vaping devices. Employees who wish to smoke must do so during scheduled break times, outside of Company buildings in designated areas, and in compliance with local ordinances.

DRUG AND ALCOHOL POLICY

Legendary Behavioral Services, LLC is committed to maintaining a workplace that is safe, healthy, and free from the effects of drugs and alcohol. Given the nature of our work this policy is strictly enforced.

The following are prohibited:

- Reporting to work under the influence of alcohol, illegal drugs, or any controlled substance
- Using, possessing, selling, or distributing illegal drugs or controlled substances on Company premises or while performing Company duties
- Having any detectable amount of illegal drugs/alcohol/controlled substance in one's system while at work

The Company reserves the right to conduct drug and/or alcohol testing following a workplace accident, when there is reasonable suspicion of impairment, or as required by law or contract. Employees taking prescribed medications that may affect their ability to safely perform their job duties must inform their supervisor of any job limitations. The Company will make reasonable efforts to accommodate such limitations.

Violation of this policy may result in immediate termination of employment. Any suspected illegal substances may be turned over to law enforcement.

REASONABLE ACCOMMODATIONS

The Company complies with the Americans with Disabilities Act (ADA), the California Fair Employment and Housing Act (FEHA), and the Pregnancy Discrimination Act (PDA). We do not discriminate against qualified individuals with disabilities and will provide reasonable accommodations to enable them to perform the essential functions of their job, so long as doing so does not create an undue hardship.

Employees who require an accommodation due to a disability, pregnancy, or a related medical condition should notify their supervisor. The Company will engage in an interactive process to identify appropriate accommodations. Reasonable accommodations may include schedule modifications, equipment adjustments, or temporary reassignment.

INJURY AND ACCIDENT REPORTING

In the event of any workplace injury, illness, or accident, employees must immediately notify the nearest supervisor. Employees must obtain and complete an injury reporting form and submit it to their supervisor as soon as possible. Reporting must not delay necessary medical attention. The Company will investigate all reported workplace injuries and take appropriate corrective action.

Employees will not be retaliated against for reporting workplace injuries, filing safety complaints, or requesting access to injury and illness logs, as required by California Labor Code and OSHA regulations.

WORKERS' COMPENSATION

The Company carries workers' compensation insurance to cover all work-related injuries and illnesses, as required by California law. Information about the Company's workers' compensation carrier is posted in the workplace. Employees who sustain a work-related injury must report it immediately to their supervisor. The Company will ensure that injured employees receive prompt access to appropriate medical care.

WORKPLACE VIOLENCE AND SECURITY

The Company has a zero-tolerance policy for workplace violence. No direct, conditional, or veiled threats of harm, intimidation, or acts of violence will be tolerated. Any employee who commits or threatens to commit a violent act will be subject to immediate discharge. Threatening or violent behavior should be reported immediately to a supervisor, manager, or in emergency situations law enforcement.

DRIVING SAFETY

Employees authorized to drive for Company business must comply with the following:

- Wear seat belts at all times in a moving vehicle
- Never use handheld devices while driving — no calls, texts, emails, or internet browsing
- Turn off cell phones or set to silent before starting the vehicle
- Hands-free devices are permitted only in genuine emergencies
- No use of other handheld electronics (tablets, laptops, e-readers) while driving
- No use of alcohol, drugs, or impairing medications while driving
- Follow all traffic laws, posted speed limits, and driving safety rules
- Promptly report all accidents to law enforcement and the Company
- Maintain current, valid driver's license and adequate personal auto insurance (proof required)

Employees required to use a personal vehicle, must submit proof of a valid driver's license and auto insurance coverage. Employees who drive their own vehicles will be reimbursed at the rate of 60 cents per mile, when driving between clients homes.

Employees are responsible for ensuring that they comply with all posted parking laws, signs, and regulations when traveling to and from client homes, community locations, or any other work-related site. The Company does not assume responsibility for any parking fees, meter costs, citations, tickets, towing charges, or other penalties incurred by employees while performing job duties or traveling between work locations. All such costs are the sole responsibility of the employee.

Employees are expected to use reasonable care when selecting parking locations, including reading and following all posted signage, time limits, residential restrictions, and permit requirements. Failure to comply with parking regulations may result in personal financial liability.

This policy applies to all employees regardless of classification and applies at all times during work-related travel or client service delivery.

INCLEMENT WEATHER

The Company will remain open in all but the most extreme circumstances. Unless a formal emergency closure is announced, employees are expected to report to work. However, the Company does not advise employees to take undue risks in hazardous conditions. Employees should exercise sound judgment regarding road conditions and personal safety. Exempt employees will be expected to work remotely if possible; their regular salary will not be reduced in such circumstances unless permitted by the FLSA and California law.

WORKPLACE GUIDELINES

HOURS OF WORK

Employees will be informed of their individual work schedules upon hire and whenever their schedule changes. Employees are expected to be at their assigned work location, ready to work, at the start of their scheduled shift.

OFF-THE-CLOCK WORK

Non-exempt employees must record all hours worked, regardless of when or where the work is performed. Working off the clock performing any work duties that are not recorded as compensated time is strictly prohibited under California law. No supervisor may request, authorize, or require non-exempt employees to perform uncompensated work. Possible violations must be reported promptly to a Clinical Director.

MEAL PERIODS

In compliance with California Labor Code Sections 512 and IWC Wage Orders, employees are entitled to the following meal periods:

- A 30-minute unpaid, duty-free meal period for shifts exceeding 5 hours. This period may be waived by mutual consent when the total workday does not exceed 6 hours.
- A second 30-minute unpaid meal period for shifts exceeding 10 hours. This second period may be waived by mutual consent if the total work period does not exceed 12 hours and the first meal period was not waived.
- Failure to provide a compliant meal period entitles the employee to one hour of premium pay at their regular rate of pay per missed meal period, pursuant to California Labor Code Section 226.7.

Meal periods are unpaid and employees must be fully relieved of all duties. Employees must clock out and in for all meal periods. If an employee is required to remain on duty during a meal period, it will be counted as time worked and compensated accordingly.

During your meal period, you are free to come and go as you please and are free to leave the premises. You are expected to return to work at the end of your meal period and to clock in upon returning to work not to exceed your 30min meal period.

REST PERIODS

Non-exempt employees are entitled to a paid, duty-free rest break of at least 10 consecutive minutes for every four hours worked, or major fraction thereof. A rest period need not be authorized for employees whose total daily work time is less than three and one-half hours.

Rest breaks may not be combined with meal periods, used to shorten the workday, or accumulated. Failure to authorize required rest breaks entitles the employee to one hour of premium pay at the regular rate of pay per missed rest period, pursuant to California Labor Code Section 226.7.

LACTATION ACCOMMODATION

The Company provides reasonable accommodation to employees who wish to express breast milk for up to one year following the birth of a child, in accordance with California Labor Code Sections 1030–1033. Nursing mothers should contact their supervisor to arrange appropriate accommodations. Discrimination or harassment of breastfeeding employees is prohibited.

ATTENDANCE AND TARDINESS

Regular, punctual attendance is essential to the quality of care we provide and is a fundamental job requirement. Unsatisfactory attendance including unexcused absences, excessive tardiness, and leaving work early without approval constitutes unacceptable performance and may result in corrective action or termination..

If unable to report to work for any reason, employees must contact their direct supervisor before the start of their scheduled shift. Leaving a message with a co-worker or with the answering service does not constitute proper notification. Employees should advise management of their expected return date.

If an employee is absent for three or more consecutive days without proper notification, the Company may treat this as a voluntary resignation (job abandonment).

Medical documentation (e.g., a physician's note) may be required for absences due to illness, injury, or disability.

HOLIDAY OBSERVANCE

The Company recognizes certain Federal/State holidays as observed non-working days. On these designated holidays, client services and regular operations will be suspended, and employees are not expected to provide direct services.

New Year's Day

Martin Luther King Jr. Day

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

TELECOMMUTING

The Company may authorize telehealth arrangements on a case-by-case basis, based on job duties.

All Telecommuting employees must follow all Company policies as if working on-site, including timekeeping requirements. The Company will provide necessary office supplies and reimburse business-related expenses (i.e., internet stipend.). Employees are responsible for all home office setup costs. Company equipment is for business use only; employees must secure and protect all Company data and property used remotely. Employees must comply with information security requirements, including password protection, private setting to conduct sessions.

PERSONAL APPEARANCE AND HYGIENE

All employees are required to present a professional, clean, and appropriate appearance at all times while at work or representing the Company. Attire should be appropriate for interaction with clients and families. The following are generally not acceptable:

- Bare feet, flip flops
- Spandex, sweats, or athletic wear (unless approved for clinical activities)
- Clothing worn below the waistline or with excessive wear and tear
- Sexually suggestive clothing or exposed undergarments
- Clothing with offensive slogans or imagery
- Accessories or clothing presenting a safety hazard

Employees must maintain good personal hygiene. Excessive use of perfume, cologne, or any scent that may be disruptive or trigger allergies in clients is not acceptable. Reasonable accommodations will be made for sincerely held religious beliefs or disabilities. Employees who do not meet appearance standards may be sent home to remedy the situation.

EATING AND DRINKING

Employees are expected to maintain professionalism and remain fully engaged during client sessions. Water or liquids must be kept in a closed or spill-resistant container at all times. Employees must plan their meals around scheduled breaks or non-session time. Eating a meal provided by the family during a session is prohibited because it can create a dual/multiple relationship and blur the boundaries of a professional service provider. Repeated or inappropriate violations of this policy may result in corrective action.

Exceptions for client related goals: Your case supervisor and/or BCBA will notify you of any eating in session exceptions with a specific client. Eating in session is completely acceptable if it is directly tied to the client's treatment plan (e.g., ordering food, community-based instruction involving restaurants, teaching appropriate conversation during meals, etc). Only in these instances are therapists responsible for purchasing their own food and beverages. Therapists may not share food or drinks with clients. Therapists should maintain professional boundaries at all times and follow all client-specific allergy, and safety protocols.

If there is any uncertainty regarding whether eating or drinking during a session is appropriate, therapists must consult with their supervisor and/or BCBA before proceeding.

CONFIDENTIALITY

Employees must safeguard all confidential information of the Company, its clients, and their families at all times during and after employment. Confidential information includes internal reports, policies, procedures, financial data, client records, treatment plans, and any other non-public business information. Trade secrets include systems, processes, technology, and proprietary clinical methodologies.

Confidential information may only be shared on a strict need-to-know basis, in furtherance of Company business. Employees should never discuss confidential matters within earshot of the public, clients, or non-authorized individuals. All media inquiries must be directed to management.

Nothing in this policy is intended to infringe upon employees' rights under Section 7 of the NLRA to discuss wages, hours, and working conditions.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

As a provider of behavioral health services, Legendary Behavioral Services, LLC is a HIPAA-covered entity. All employees must comply strictly with HIPAA regulations at all times. Protected Health Information (PHI) including any individually identifiable information about a patient's health conditions, treatment, or payment for healthcare is strictly confidential.

PHI may never be disclosed to unauthorized individuals including family members, friends, co-workers without a clinical need to know, other clients, or the media without proper patient authorization, except as permitted under the HIPAA Privacy Rule.

Permitted disclosures include:

21. To the patient directly
22. For treatment, payment, or healthcare operations
23. As required by law (e.g., mandatory abuse reporting, court orders)
24. For public health, research, or safety purposes under applicable HIPAA exceptions

Employees must receive HIPAA training and are required to follow the Company's privacy policies as a condition of employment. Unauthorized disclosure of PHI will result in disciplinary action up to and including termination, and may carry civil or criminal penalties under federal law.

The Company has designated a HIPAA Compliance Officer (HCO). All questions, concerns, or suspected violations must be directed to the HCO or your supervisor.

CONFLICT OF INTEREST

Employees must avoid situations where personal interests conflict with the interests of the Company or its clients. This includes using one's position at the Company for personal profit, entering into transactions or relationships where a conflict of interest may exist or appear to exist, or sharing insider information. Any potential conflict of interest must be promptly disclosed to a supervisor or manager. Written approval should be obtained before proceeding with any activity that may constitute a conflict.

GIFTS

In accordance with the Behavior Analyst Certification Board (BACB) Ethics Code for Behavior Analysts, Standard 1.12, employees who are Board Certified Behavior Analysts (BCBAs), Registered Behavior

Technicians (RBTs), or otherwise providing ABA services under BACB supervision must avoid conflicts of interest and multiple relationships that could impair professional judgment or objectivity.

To maintain ethical practice and protect clients and families, staff must not give, solicit, or accept gifts, favors, or items of value from clients or client families that exceed a nominal value of \$10 USD (or equivalent).

Any gift or item exceeding this value must be politely declined or returned, and the situation should be reported to a supervisor for guidance. This policy is intended to ensure compliance with the BACB Ethics Code and to maintain professional boundaries, transparency, and integrity in service delivery.

To prevent ethical conflicts and maintain compliance with the BACB Ethics Code, the Company implements the following proactive measures:

- Employees receive training on professional boundaries, dual relationships, and gift-related ethics annually
- Families and caregivers are informed of the Company's gift policy at the start of services to reduce misunderstandings
- Families and caregivers are informed of the Company's gift policy before holiday/eventful events
- Staff are prohibited from requesting, hinting at, or indirectly soliciting gifts from clients and/or their families.
- Supervisors provide ongoing oversight to identify and address potential boundary concerns early
- Any repeated or culturally sensitive gift situations are reviewed by clinical leadership to determine appropriate, ethical handling
- The Company is committed to maintaining professional integrity, avoiding conflicts of interest, and ensuring all relationships remain clinically appropriate.

FAMILY COMMUNICATION POLICY

Behavior Technicians (BTs) are required to maintain professional communication boundaries with client families and caregivers at all times. To ensure consistency of care, clinical oversight, and compliance with company procedures, BTs are not permitted to exchange personal phone numbers, personal contact information, or conduct direct independent communication with families outside of session time.

All communication with families must occur through the assigned Supervisor. This includes, but is not limited to, scheduling changes, session updates, program questions, behavioral concerns, and any modifications to treatment plans or goals.

If a family requests changes to schedules, asks clinical questions, or discusses program-related concerns directly with a BT, the BT must not independently respond or approve changes. Instead, the BT must promptly redirect the inquiry to their supervisor and inform the families the supervisor will follow-up with them.

BTs are encouraged and expected to communicate all relevant information, concerns, or family requests to their supervisor. This policy is intended to maintain professional boundaries, and ensure all treatment-related decisions are made under proper clinical supervision in accordance with applicable professional and ethical standards.

OUTSIDE EMPLOYMENT

Employees may engage in outside employment or personal educational activities during non-working hours, provided such activities do not interfere with job performance or constitute a conflict of interest. Prior to accepting outside employment, employees must notify their supervisor in writing, providing their new availability and give a two week notice of their updated work schedule availability. If outside employment is found to constitute a conflict of interest at any time, the employee may be required to discontinue such activity.

REPORTING IRREGULARITIES

Employees are responsible for promptly reporting any suspected fraud, embezzlement, theft, misappropriation of Company funds or property, or other financial irregularities to their supervisor. Failure to report known irregularities may itself constitute a performance violation. The Company prohibits retaliation against employees who report concerns in good faith.

OWN DEVICE USAGE

The Company requires certain employees, including Behavior Technicians (BTs), and other applicable staff, to use personal electronic devices to perform job-related duties. These duties may include, but are not limited to; data collection, scheduling, and communication. In accordance with California Labor Code § 2802, which requires employers to reimburse employees for necessary business-related expenses, the Company provides a \$20.00 monthly or \$10.00 biweekly stipend to eligible employees who are required to use their personal device for work purposes.

This stipend is intended to partially offset the reasonable costs associated with cellular phone usage incurred as a result of job duties. Employees are responsible for maintaining access to a functional device and ensuring use of Company-approved applications for all clinical documentation and communication. No protected health information (PHI) may be stored.

The Company reserves the right to modify, adjust, or discontinue this stipend in accordance with changes in job duties, technology requirements, or applicable law.

SOCIAL MEDIA

The Company recognizes the importance of social media while acknowledging the responsibilities that come with it. All Company policies including those regarding confidentiality, HIPAA, harassment, and professionalism apply equally to employee social media activity. Employees are solely responsible for content they post online.

Employees must not accept or send personal social media accounts requests to clients and clients' families (Facebook, Instagram, TikTok, Snapchat, LinkedIn, etc.). Employees must never disclose confidential Company information, PHI, client identities (photos of clients) or internal business matters on social media. When posting content related to the Company or their work, employees must clearly identify their posts as personal opinions and not Company positions.

Inappropriate postings including discriminatory remarks, harassment, threats, or content that adversely affects the Company's reputation may result in disciplinary action. The Company prohibits retaliation against employees who report suspected social media policy violations. Any media inquiries must be directed to management.

PERSONAL PROPERTY

The Company is not liable for lost, stolen, or damaged personal property brought onto Company premises or client homes. Employees are encouraged to take reasonable precautions to protect personal belongings.

SECURITY

Best efforts will be made not to admit any non-Company personnel to any Legendary Behavioral Services, LLC location or proprietary area without proper identification or authorization. Vendors, applicants, and service maintenance specialists may receive authorization from the appropriate department director or approved designated representative.

Visitors must be accompanied at all times by a designated employee. Visits by friends and acquaintances of employees are not encouraged, and personal visitors including children are not permitted in work areas. Should it be necessary for a friend or relative to speak with an employee in person during working hours, the individual must wait in the reception area or an employee-only rest area. Off-duty employees are classified as visitors and, therefore, are subject to these regulations.

All parking on or near the service premises is at the employee's own risk. Employees should lock their vehicles and take reasonable security precautions.

EMPLOYMENT SEPARATION

CORRECTIVE ACTION

When an employee's work performance or conduct falls below the Company's standards or an employee violates the Company's policies and rules, the Company may take corrective action as the Company deems appropriate under the circumstances. Corrective action may include, but is not limited to, verbal coaching, warnings, suspensions, or termination, without prior notice, depending on the circumstances. The Company does not have a formal progressive discipline process and will determine the appropriate corrective action on a case-by-case basis. The company may, in its sole discretion, utilize whatever form of corrective action is deemed appropriate under the circumstances, up to, and including, immediate termination of employment. The company policy of discipline in no way limits or alters the at-will employment relationship.

RESIGNATION/VOLUNTARY TERMINATION

If you intend to voluntarily terminate your employment for any reason, a two-week notice is appreciated, but not required, in order for us to properly reschedule the workflow. Generally, accrued PTO cannot be used during the notice period. Failure to report to work for three (3) consecutive days without proper notification or failure to return from a leave of absence on the date agreed upon, absent an extension or other accommodation, will be considered a voluntary termination. The Company may accept the resignation effective immediately at its discretion.

TERMINATION

Employment with Legendary Behavioral Services, LLC is at-will, meaning either the employee or the Company may terminate the employment relationship at any time, with or without cause, and with or without prior notice. Nothing in this handbook changes the at-will nature of employment.

Upon involuntary termination, the Company will issue the employee's final paycheck in accordance with California Labor Code requirements. Employees who are terminated are entitled to their final paycheck immediately (same day) if terminated by the Company. Employees who resign must receive their final paycheck no later than 72 hours after their last day, or immediately if they gave at least 72 hours' notice. Accrued, unused PTO will be paid out upon separation, in accordance with California law.

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

I acknowledge that I have received and read (or have been given the opportunity to read) the Legendary Behavioral Services, LLC Employee Handbook. I agree to familiarize myself with the policies and guidelines contained herein and to abide by them as a condition of my employment.

I understand that this handbook is presented for informational purposes only and does not constitute a contract of employment. I understand that, except for the at-will employment provisions, the Company may amend this handbook at any time, with or without notice.

I understand that I am an at-will employee and that either the Company or I may terminate the employment relationship at any time, with or without cause and with or without prior notice. I acknowledge that no oral statements or promises made by any supervisor, manager, or other representative of the Company can alter the at-will nature of my employment.

I understand that I am required to comply with all HIPAA privacy requirements as a condition of employment, and that unauthorized disclosure of Protected Health Information (PHI) may result in disciplinary action up to and including termination of employment, as well as personal civil or criminal liability.

I am also hereby informed that pursuant to the Defend Trade Secrets Act, I may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret made in confidence to a government official or attorney solely for the purpose of reporting or investigating a suspected violation of law, or in a court document filed under seal.

Nothing in this handbook is intended to infringe upon my rights under Section 7 of the National Labor Relations Act (NLRA).

Employee Signature

Date

Printed Name