

**Personnel Policies**  
**of the**  
**North Dakota Hospital Association**

Approved by Board of Trustees

Effective	10-01-03
Amended	12-19-90
	01-21-91
	03-06-91
	04-17-91
	12-11-91
	02-28-93
	09-13-96
	05-05-97
	10-01-00
	10-01-03
	11-08-05
	05-01-07 by virtue of corporate resolution
	06-30-10
	10-10-11
	05-07-13 updated
	03-13-15

## INDEX

<u>Section #:</u>	<u>Section Name</u>	<u>Page #:</u>
Preface		3
Section 1	Employment Classification	4
Section 2	Work Schedule	5
Section 3	Pay Periods & Procedures/Advances in Pay	6
Section 4	Benefits	7
Section 5	Overtime	8
Section 6	Paid Time Off	9
Section 7	Extended Sick Time	11
Section 8	Holidays	12
Section 9	Inclement Weather	13
Section 10	Absences/Leave of Absence	14
Section 11	Resignation	15
Section 12	Release of Information on Former Employees	16
Section 13	Staff Automobiles	17
Section 14	Travel and Expense Reimbursement	18
Section 15	Home Computers	19
Section 16	Moving Expense	20
Section 17	Harassment and Offensive Behavior Policy	21-23
Section 18	Performance Evaluation	24
Section 19	Employee Concerns	25
Section 20	Professional Development Program	26
Section 21	Employee Health Promotion Program	27
Section 22	Policy Changes	28
Section 23	Statement of Limitation	29

## Preface

The policies in this manual govern certain personnel matters for employees of the North Dakota Hospital Association (NDHA). Nothing in this informal manual shall be interpreted to be in conflict with, nor modify in any way, the employment at-will status of the employees of this company.

Not all questions concerning personnel matters will be answered in this manual. Individual circumstances will require special attention. The President (Or Designee) is charged with the responsibility of administering or supervising these areas. It is foreseen that from time to time personnel matters involving individual employees will have to be handled in a different matter, depending on the circumstances. The North Dakota Hospital Association reserves the discretionary right to handle individual personnel matters on a case-by-case basis.

*The policies described in this manual are not conditions of employment and nothing in this manual is intended to nor does it create a promise or contract between the North Dakota Hospital Association and any employee. All employees of the Association have the right to terminate their employment at any time with or without cause, and the Association reserves the same right with respect to all employees. Any prior policy and procedure manuals are hereby superseded by this manual, and all such prior documents are revoked and are no longer in effect.*

It is the policy of North Dakota to provide equal employment opportunity to applicants and employees and to comply in all respects with applicable federal, state and local laws and ordinances.

## **SECTION 1:**

### **Employment Classification:**

1. **Full Time Employee:**  
Employees who are scheduled to work 40 hours per week on a regular continuous 12-month basis are determined to be full-time employees and are eligible for full fringe benefits.
2. **Part Time Employees:**  
Employees who are scheduled to work less than 40 hours per week but at least 32 hours per week on a regular continuous 12 month basis are determined to be part-time employees and are eligible for fringe benefits on a pro-rated basis unless otherwise specified under a particular benefit.
3. **Occasional/Temporary Employees:**  
Employees who work less than 32 hours per week or those who are hired for special projects or specified periods of time are determined to be Occasional or Temporary Employees. Employees in this classification are not eligible for fringe benefits.
4. **Exempt Staff and Non-Exempt Status:**  
For the protection of all workers, the federal government enacted the Fair Labor Standards Act (FLSA) to regulate minimum wages and overtime requirements. The law also classifies positions into two categories, those who are in positions covered by the law (non-exempt) and those who are not covered by the law (exempt).

The term “non-exempt” refers to employees whose primary job duties do not involve making independent decisions or directly managing a program. Non-exempt employees are subject to the law’s overtime provisions that require employees to be paid one and one-half times their regular rate of pay for all hours worked in excess of 40 in a workweek. All non-exempt employees must obtain authorization from Supervisor before working overtime.

The term “exempt” refers to salaried professional administrative or executive employees whose primary job duties are directly related to management policies or general business operations; who exercise discretion and independent judgment; or directly manage a program. Exempt employees are not subject to FLSA’s overtime and minimum wage provisions. Exempt employees are expected to carry out the necessary functions of their position even if it requires working in excess of 40 hours per week. The President, Vice Presidents and Directors are determined to be Exempt Staff and are therefore salaried and exempt from overtime consideration.

## **SECTION 2:**

### **Work Schedule:**

1. The normal work schedule for NDHA is Saturday through Friday from 8 a.m. to 5 p.m. The work week runs from Sunday through Saturday.
2. Office hours for the NDHA may vary, as do lunch and breaks. This is up to the discretion of the President.
3. All employees will be provided a minimum of a thirty minute uninterrupted break in each shift exceeding five hours when two or more employees are on duty.
4. A paid 15 minute “Coffee Break” is offered for every 4 hours of work shift.
5. Exempt Staff are expected to maintain a work schedule as necessary to fulfill their responsibilities. This may include overnight travel, work taken home, unusual work hours and work in excess of 40 hours per week.

### **SECTION 3:**

#### **Pay Periods and Procedures:**

1. There shall be 26 pay periods per year.
2. The Association, at the direction of the employee, will attempt to deposit the employee's paycheck to the employee's financial institution or mail it to the address the employee has specified.

#### **Employee Time Cards**

1. It is the responsibility of each employee to accurately complete his or her time card on a daily basis and to review and verify that his or her time card is correct upon the completion of each pay period. Employee is responsible in getting this information to their supervisor.

#### **Advances in Pay:**

1. The Association shall not make salary advances to employees, unless otherwise approved by the President.

## **SECTION 4:**

### **Benefits:**

1. Health Insurance including medical, dental & vision coverage is available for the employee and family through a group health program.
  - a. The Association pays 2/3 of the employee health insurance premium, and the employee is responsible for 1/3. The employer pays 3/4 of dental and vision coverage, and the employee is responsible for 1/4. The employee portion may be deducted from his or her paycheck on a pre-tax basis.
  - b. Employees must be full time or part time to be eligible for the health insurance. Employees should enroll in this group health plan within the first 30 days of employment, or there will be an 18-month waiting period for any and all pre-existing conditions.
  - c. Any changes to current coverage may only be made annually on April 1<sup>st</sup>.
2. Employee Assistance Program. This program provides short-term, confidential counseling for the employee and his or her family at no cost to the employee. St Alexius EAP, a managed care company, provides collaboration with our health insurer. The phone number for EAP is 530-7195 in Bismarck and 1-800-327-7195 in Grand Forks. Available upon hire.
3. Participation in the Association's 401k program is available to employees who meet initial entry requirements: have worked 1 year, have attained the age of twenty-one (21), and have completed 1,000 hours of service.
  - a. The employer contribution is a discretionary option to be determined annually.
  - b. Payments made on behalf of employees are vested (100%) after 5 years.
  - c. A summary plan description of the 401k plan is available upon request.
4. All employees are covered by FICA, Workers Compensation and Unemployment Compensation benefits as required by law. Provided upon hire.
5. All employees are eligible to participate in two separate flexible accounts; Dependent Care and Medical Flexible Spending Accounts. Open enrollment is January 1 of each year. Employees must enroll when hired or must wait until the open enrollment date.
6. Full-time employees are covered under a Term Life Insurance policy at a rate of 2½ times salary, to a maximum of \$200,000 and a long-term disability plan. Further information is available upon request. Provided upon hire.

## **SECTION 5:**

### **Overtime:**

1. Non-exempt staff required to work overtime hours will receive overtime pay of 1½ times their hourly rate for any hours worked over 40 hours in a week. This time must be documented. Non-exempt staff must have prior supervisory approval to work overtime.
2. Exempt staff is not eligible for overtime compensation.



**SECTION 6:**

**Paid Time Off:**

**Eligibility For and Accrual of Paid Time Off:**

All regular full-time and regular part-time employees begin to accrue Paid Time Off immediately upon employment. The number of hours accrued is determined by the length of service, exempt/non-exempt status and regular hours paid. **Upon reaching the maximum balance allowed, no further hours will accrue.**

**Non-Exempt Staff**

Length of Service Pay Period Accrual Annual Accrual Maximum Bal.

0-59 months	4.31 hrs.	112 hrs.	187 hrs.
60-119 months	5.85 hrs.	152 hrs.	253 hrs.
120 months+	7.38 hrs.	192 hrs.	320 hrs.

**Exempt Staff**

Length of Service Pay Period Accrual Annual Accrual Maximum Bal.

0 - each year	7.38 hrs.	192 hrs.	320 hrs.
---------------	-----------	----------	----------

The above rates are based on full-time status.

Employees working part-time will accrue on a pro-rated basis.

PTO will not accrue on overtime hours.

Occasional/Temporary employees do not accrue Paid Time Off.

**Usage of Paid Time Off:**

An employee may use their accrued PTO for any reasons; (i.e.: vacation, personal or family illness, appointments, holidays, etc.) **NOTE: PTO is insurance against loss of income during unscheduled emergencies such as illness**, so employees may want to keep a balance in their PTO accounts.

In order to be paid for accrued PTO the employee must follow the existing policies for scheduling purposes and for notification to supervisor.

PTO arrearage: An employee may go into arrearage on PTO for medical reasons for employee only, but no more than 2 accruals in value. This will require Vice-President and President approval.

**SECTION 6 continued:**

**Termination:**

After completing the initial 90 days of employment, all regular full-time and regular part-time employees are entitled to receive pay for any unused PTO hours they have accumulated upon termination of employment. Those employees who terminate employment prior to completion of 90 days employment are not entitled to payment of any PTO. PTO will be paid on the next regular payday following resignation.

## **SECTION 7:**

### **Extended Sick Time: (EST)**

Full-time employees earn 64 EST hours a year. Part-time employees earn EST on a pro-rated basis. These hours are accumulated into the EST account to a maximum of 640 hours.

Extended Sick Time (EST) is a separate bank of time to be used in the following situations:

- 1.) Long-term illnesses. (Defined as any illness exceeding four consecutive scheduled working days.) The EST account is activated when a full-time or part-time employee has been sick for more than four consecutive scheduled working days or 32 hours due to illness or injury. The employee must use available PTO for the first **four** days of any illness. On the **fifth** scheduled working day of illness, hours will be deducted from EST, if available. The initial four days (32 hours) necessary to activate EST will be pro-rated for part-time employees, based on the percentage of full-time hours actually worked.
- 2.) Hospitalization. If the employee is hospitalized or requires outpatient surgery, EST may be accessed immediately. EST may be used for the remaining sick period until the EST account is depleted. Payment of EST is subject to supervisor approval and demonstrated medical necessity. The company reserves the right to require supporting evidence from a health care provider or other appropriate source.
- 3.) If the employee is directed from a physician that they cannot be at work, EST may be accessed immediately. Supporting documentation from a health care provider must be provided. Payment of EST is subject to Vice-President and President approval. Applies to employee only.
- 4.) Hospitalization of immediate family. For purposes of this section only, immediate family is defined as employee's spouse and children. If a member of the employee's immediate family is hospitalized or requires outpatient surgery, EST may be accessed immediately. EST may be used for the remaining sick period until the EST is depleted. Payment of EST is subject to supervisor approval and demonstrated medical necessity. The company reserves the right to acquire supporting evidence from health care provider or other appropriate source.
- 5.) EST will be approved by the Vice-President of each division.

### **Termination:**

At the time of termination of employment, EST is not paid out to the employee.

## **SECTION 8:**

### **Holidays-Full Time Employees:**

1. The following holidays are paid:  
New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day and the Friday thereafter  
Christmas Eve  
Christmas Day
2. If the holiday falls on a Saturday, the previous Friday will be observed as the holiday; if it falls on a Sunday, the following Monday will be observed as the holiday.

### **Holidays-Part-time Employees:**

1. Upon employment, a part-time employee will be paid holidays on a pro-rated basis. (Does not include occasional/temporary employees)
2. Payment will be based on the percentage of time worked during the preceding period compared to full-time employment and the holidays in a period.

## **SECTION 9:**

### **Inclement Weather:**

1. Employees who are experiencing inclement weather and hazardous travel conditions are encouraged to use their discretion with road conditions. Employees who have the capability may work at home. This is contingent upon supervisor approval.
2. If the employee does not have adequate work at home for an eight-hour day, extra hours may be worked in that week to make a 40-hour workweek. If the employee is short of hours, PTO may be used, or employee may take time without pay.
3. If the President or Vice President determines conditions are severe enough to close the office, employees will be paid for such time not worked.

## **SECTION 10:**

### **Absences from Work:**

1. Jury duty: As a registered voter, employees may be called upon to serve as jurors. Employees should notify their supervisor as soon as summoned. If the workload is extremely heavy at the time, the supervisor may ask the employee to attempt to arrange a postponement of jury duty. Employees will be expected to be present at work at all work hours other than those during which the court requires services.

The Association will pay the difference between regular wages and jury duty pay to all full-time regular employees who are required to serve jury duty. Employees will receive their regular pay each pay period from the Association: in exchange, employees so paid agree that any jury duty compensation to be received by the employee for jury service must be remitted to the Association.

2. One day off with pay for a wedding for employee, son or daughter, is gifted.
3. If an employee wishes to make a personal commitment to participate in a community-related activity during paid work hours, he or she must receive prior supervisory approval. Time spent away from work must be made up during the same week or PTO taken.

### **Leave of Absence W/O Pay:**

1. Only in extraordinary circumstances may a leave of absence be granted.
2. Leaves of absence shall be without pay and be granted at the sole discretion of the President of the Association or the President's authorized designee.
3. Continuation of benefits are at employee's expense.

### **Funeral Leave:**

1. Full-time employees will be granted three days leave with pay for funerals of immediate family members.
2. For the purposes of this section only: Immediate family members are: spouse, mother, father, child, sister, brother, grandparents and grandchildren. Also included is the spouse's immediate family.

## **SECTION 11:**

### **Resignation:**

1. Advance written notice of at least two weeks is requested of Non-exempt staff and four weeks of Exempt staff.
2. Health insurance coverage may be continued at the employee's own expense and request under COBRA.
3. Final paychecks shall not be issued until all Association property (including office key, home computer, etc) is returned and shall be available on the next regular payday. Any outstanding financial obligations and/or prepaid benefits will be deducted from the employee's final paycheck.
4. Employees are expected to notify the Association of any address change so that the tax form (W-2) can be sent.

## **SECTION 12:**

### **Release of Information on Former Employees:**

1. The only information that may be released to outside entities regarding former employees is:
  - a. Date of hire,
  - b. Date last employed,
  - c. Job title when hired,
  - d. Job title when last employed



## **SECTION 13:**

### **Staff Automobiles:**

1. Association vehicles, when available, shall be used for all Association business. If an Association vehicle is not available, the use of a personal vehicle for Association business will be reimbursed at the prevailing IRS rate. Association business should be approved by the supervisor and undertaken so that as much business can be accomplished in as few trips as possible.
2. At the end of each calendar year, a log of business miles shall be turned in to the Finance Manager.
3. Scheduling preventive maintenance and repair are the responsibility of the operator. Abuse of this responsibility forfeits the benefits of the automobile and may result in termination of employment.
4. The operator shall be responsible for all citations against the vehicle. Excessive moving violations may result in forfeiture of the vehicle and subject the operator to termination.
5. At the end of the lease, the Association may elect to buy-out the lease, walk away from the lease or offer the buy-out option to the operator or other staff. Such decisions will be based on what is most advantageous to the Association.

## **SECTION 14:**

### **Staff Travel:**

1. Airline travel paid by the Association should be charged on an Association Credit Card.
2. Other travel expenses related to Association business also should be charged on an Association Credit Card whenever possible.
3. While traveling for company business, the hours the employee spends in actual travel time, while driving or passenger, is counted towards the usual 40-hour workweek.

### **Expense Reimbursement:**

1. Staff members shall be reimbursed for travel costs associated with Association business for which the President or his designee has authorized reimbursement.
2. Reimbursement of in-state travel shall be the lesser of land or air-fare, **unless** the President or his designee authorizes an exception, or the use of air travel reduces the **total** cost to the Association.
3. It is recommended that receipts for all events/activities be attached to reimbursement forms. It is **required** that receipts for expenses of \$25 or more per event/activity be attached to the reimbursement forms before reimbursement will be issued.
4. Disputes regarding reimbursement will be handled by the President or his designee.

## **SECTION 15:**

### **Home Computers:**

A company-purchased computer may be placed in the employee's residence, upon agreement between the employee and the supervisor.

### **Expectations:**

1. The purpose of this home computer is to give the employee the ability to work from home on occasions when the employee is unable to be at the office.
2. Computers purchased for home offices will be no more technologically advanced than the one the employee uses at the office.
3. The employee will be responsible for lost, stolen, or damaged equipment owned by the company.
4. The employee will keep the computer in good working condition, and not knowingly download anything harmful to the computer.
5. The employee will maintain the confidentiality of any records or information stored on the computer.
6. The employee will maintain access to the computer equipment.
7. Upon termination, the computer, and any of its components, shall be returned to the office prior to receiving a final paycheck.

**SECTION 16:**

**Moving Expense:**

If moving is a requirement for an employee to maintain or retain his or her position, reasonable moving expenses may be paid by the company.

## **Section 17:**

### **Harassment and Offensive Behavior:**

#### **Purpose:**

To explain that NDHA prohibits harassment and offensive behavior and provide the procedure for reporting such conduct.

#### **POLICY:**

Unwelcome verbal or physical conduct which has the purpose or effect of unreasonably interfering with an individual's work performance or which creates an intimidating, offensive or hostile work environment is not tolerated by NDHA. Harassment which is based on race, color, creed, religion, national origin, sex, disability, age, marital status, or status with regard to public assistance is expressly prohibited. Any individual engaging in such conduct will be subject to appropriate action, including discipline or termination. This policy applies to all NDHA employee classifications.

#### **Definitions:**

One type of harassment which is expressly prohibited is sexual harassment. "**Sexual Harassment**" includes but not limited to:

Unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is a condition of keeping or getting a job, whether expressed in explicit or implicit terms,
2. Personnel decisions are based on an employee's submissions to, or rejection of, such conduct,
3. Such conduct has the purpose or effect of substantially interfering with a person's work performance or creates an intimidating, hostile, or offensive work environment.

Retaliation against an individual for complaining about such conduct is also prohibited.

#### **Examples of Prohibited Conduct:**

Sexual harassment can occur intentionally or unintentionally and can be perpetrated by both men and women. It may be directed at members of the same or opposite sex.

The following behaviors are examples of conduct prohibited by the company. Please note that these are not the only examples. If you have a question about whether conduct is permissible under this policy, you should discuss it with your supervisor.

## **SECTION 17 continued:**

1. Use of any offensive or demeaning terms which have a sexual connotation.
2. Objectionable physical proximity or physical contact.
3. Unwelcome suggestions regarding, or invitations to, social engagements or work-related social events.
4. Any indication expressed or implied, that an employee's job security, job assignment, conditions of employment, or opportunities for advancement depend on the granting of sexual favors to any other employee, supervisor or manager.
5. Any action relating to an employee's job status which is, in fact, affected by consideration of the granting or refusal of social or sexual favors.
6. The creation of an atmosphere of sexual harassment or intimidation.
7. The expression of jokes or remarks of a sexual nature.
8. The dissemination of materials (such as cartoons, articles, pictures, etc.) which have a sexual content.

### **Sexual Harassment Complaints:**

An employee who believes he or she has been subject to prohibited harassment should make his or her concerns known by:

1. Telling the person engaging in the harassing conduct or communications what the conduct or communication is offensive, against this policy, and must stop; or
2. If the individual engaging in the offensive conduct or communications is an employee's supervisor, the employee should immediately contact the NDHA President, or his designee or a member of the Executive Committee of the Board.
3. Putting the facts surrounding the harassing conduct or communication in writing. Complaints of prohibited harassment are investigated impartially. The investigation may include interviews with the individual making the charges, the accused individual, and appropriate witnesses.

## **SECTION 17 continued:**

### **Retaliation:**

No retaliation will occur because an employee has in good faith reported an incident of suspected harassment. NDHA, however, recognizes that false accusations of harassment can have a serious impact and asks that such reports not be made lightly or in circumstances that do not demonstrate good faith.

### **Additional Information:**

NDHA recognizes that consensual relationships sometimes exist between employees, which are, or have the potential of becoming, sexual in nature. These relationships are often problematic because of conduct which is consensual during the course of the relationship can become unwelcome when one party no longer wishes it to continue, and because differences in age, background, position at the Company, and other characteristics of the individuals involved can compromise the ability of either one to freely choose whether to participate in the relationship. Against this background, the Company strongly encourages individuals who enter into such relationships, particularly in situations which involve a supervisor and subordinate and those in which there are significant differences in age, background, or other characteristics, to carefully consider the potential for violation of this Policy.

Any questions regarding employee obligations and those of others under this Policy should be directed to the NDHA President or his designee or Executive Committee member.

## **SECTION 18:**

### **Performance Evaluation:**

1. Annually, each employee's performance may be reviewed by his/her immediate supervisor. Part of this review will be based on the employee's fulfillment of the responsibilities outlined in his/her job description. Salary considerations will be based upon this review, market conditions and the budget of the Association.
2. Salary ranges are generally reviewed annually and adjusted based on, among other items, performance, market forces, and the judgment of the Association.
3. Annually, each employee and his/her supervisor will review and modify job performance standards and expectations to aid the supervisor in conducting a fair performance evaluation and to aid the employee in doing his/her job.
4. Both employee and supervisor making the evaluation will sign a performance review form. One copy will be filed in the company's personnel file and the employee receives one copy.



## **SECTION 19:**

### **Employee Concerns:**

If an employee has any work related concerns, they are encouraged to immediately discuss these with their immediate supervisor, who may then consult with upper management if circumstances warrant it.

## **SECTION 20:**

### **Professional Development Program:**

1. The Professional Development Program is designed to encourage full-time employees to seek continuing education in areas that will benefit both the employee and the organization.

Specifically, this program offers partial reimbursement for the cost of working towards a degree or taking courses which are beyond the scope of the usual conferences, seminars, etc. which employees may be required to attend. Reimbursements will only be allowed if the education experience can reasonably be expected to result in at least one of the following:

- a. Greater effectiveness on the job,
  - b. Ability to assume a broader range of responsibilities, or
  - c. Increased potential for advancement within the organization.
2. Employees are expected to notify their supervisor of intentions to apply for tuition assistance for the coming fiscal year when the budget is being prepared (typically four months before the start of the next fiscal year).
  3. The standard reimbursement will be two-thirds of the employee's out-of-pocket cost; however, based on expected benefits to the Association, the President may choose to reimburse an employee for more or less than two-thirds of the cost.
  4. Unless otherwise authorized by the immediate supervisor, employees are responsible for making up time from work to attend classes, within the week in which the classes were taken.
  5. The Association will pay each employee's membership dues to one professional organization related to the employee's job and which will help the employee improve his/her job performance. If the employee's job responsibilities are in several professional areas, it will be at the supervisor's discretion to pay for additional professional organization memberships.

## **SECTION 21:**

### **Employee Health Promotion Program:**

To promote employee health and fitness, the employer will sponsor health facility memberships for its full-time employees. Employee participation is voluntary. Employees who choose to not receive this benefit will not be compensated for non-participation.

### **The Following Conditions Apply:**

1. Employee must work full-time and must have completed 90 days of employment.
2. The employer will pay a membership to any legitimate health facility or fitness program up to the amount that is charged by the closest YMCA to the employee's home for a single membership annually. The Association reserves the right to determine whether the particular health facility or fitness program qualifies for reimbursement.
3. Use of health facilities must be on the employee's personal time.
4. Upon termination of employment, pro-rated prepaid fitness membership shall be reimbursed to the Association on the employee's final paycheck.

## **SECTION 22:**

### **Policy Changes:**

1. The policies and procedures of the Association shall be reviewed on an annual basis by a committee of representatives from each subsidiary; appointed by the President, unless extenuating circumstances require immediate review. The Executive Committee of the Board has the authority to change policies at their discretion.
2. All NDHA employees shall be informed of policy revisions, additions or deletions in a timely manner.
3. If any employee finds their situation is not addressed in these policies, and it is an issue that requires immediate interpretation, the employee may request a meeting with the personnel committee for review.

**SECTION 23:**

**STATEMENT OF LIMITATION:**

This is to certify that I have read and understand the contents of this employee manual. I understand and agree that the manual does not constitute a contract or promise. I acknowledge that this manual contains only general statements or policy guidelines that may be modified at any time, without prior notice, at the sole discretion of the company. In the event that the company offers employment to any individual, any such offer is, and shall continue to be, expressly subject to the right of management to supplement, modify, or discontinue existing wages, benefits, hours and working conditions. Employees may resign their employment at any time, for any or no reason, and the company reserves the same right to terminate the employment of any employee under the same conditions, without notice. Nothing in this informal manual shall be interpreted to be in conflict with, nor modify in any way, the employment at-will status of the employees of this company.

Company regulations and policies of any nature are not intended to be, and do not constitute a contractual arrangement or agreement between the company and its employees of any kind, including but not limited to, duration of the employment relationship or terms and conditions of employment.

This manual and the policies and procedures contained herein supersede and revoke any and all prior or past policies or practices, representations or statements, whether written or unwritten, regarding the terms and conditions of employment with the company. The Association reserves the unilateral right to change, withdraw or add to regulations and policies at any time, without prior notice. The Association further reserves the right in its discretion, to apply all or some of the policies and procedures contained in this manual as appropriate and in accordance with applicable law.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee

# Confidentiality Agreement

North Dakota Hospital Association, Hospital Services Inc. (HSI and Advantage)

## PLEDGE OF CONFIDENTIALITY

This is to certify that I, \_\_\_\_\_, an employee, volunteer or Board member of North Dakota Hospital Association or Hospital Services Inc, understand that any information (written, verbal or other form) obtained during the performance of my duties must remain confidential. This includes all information about members, clients, families, employees and other associate organizations, as well as any other information otherwise marked or known to be confidential.

I understand that any unauthorized release or carelessness in the handling of this confidential information could be considered a breach of the duty to maintain confidentiality.

I further understand that any breach of the duty to maintain confidentiality could be grounds for immediate dismissal and/or possible liability in any legal action arising from such breach.

\_\_\_\_\_  
Signature of Employee/ Volunteer

\_\_\_\_\_  
Date