

AT-WILL EMPLOYMENT AND DISPUTE RESOLUTION AGREEMENT

This Agreement (hereinafter “Agreement”) is made effective the __ day of _____ 2023 by and between Tri-County Behavioral Healthcare (hereinafter “Employer”), and _____ individual residing in _____ County, Texas (hereinafter “Employee”).

WHEREAS, Tri-County Behavioral Healthcare and Employee desire that Tri-County Behavioral Healthcare employ, or continue to employ, Employee under the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for good and valuable consideration the parties hereto agree as follows:

1. Section One—Employment is At-Will

1.1. Consistent with the laws of the State of Texas, and notwithstanding any provision in this Agreement, Employer personnel rules, or any other writing that does not expressly purport to modify this specific Employee’s employment at-will status, Employee’s employment with Employer, regardless of specific job assignment, is, and shall remain, employment at-will. Accordingly, Employee has, and will have, the right to resign from Employer’s employment at any time, with or without notice, and with or without cause. Similarly, Employer may terminate Employee’s employment at any time, with or without notice, and with or without cause.

1.2. Upon separation, Employee shall not be entitled to any payment or credit for accrued, unused sick, vacation, or other benefit pay, although Employer may, in its sole discretion, pay Employee for the same, if Employer chooses to do so.

1.3. This Agreement is not intended to, and does not, alter Employee’s at-will employment status with Employer. Employee’s at-will employment with Employer may only be modified by a separate written agreement that specifically states an intent to make that specific change and is

signed by Employee and Employer's Chief Executive Officer. No other representation, whether written or oral may modify this relationship. The terms of this Agreement may only be modified by a separate written agreement that specifically states an intent to make that specific change and is signed by Employee and Employer's Executive Director.

2. Section Two—Employee's Duties

2.1. Employee agrees to perform all duties in conformance with all applicable laws and regulations of Texas, the United States, their governmental agencies and, as applicable, all professional standards.

2.2. Employee agrees and acknowledges that continued employment with Employer is conditioned upon, among other things, Employee adhering to and complying with the business practices and requirements of ethical conduct as might be set forth by Employer, and that at all times Employee's conduct and ethics shall be above reproach.

2.3. Immediately upon the termination of Employee's employment with Employer, Employee shall return to Employer everything in Employee's possession or custody or under Employee's control which contains or relates to any confidential or proprietary information, together with any copies thereof.

3. Section Three—Arbitration Required for All Disputes

3.1. All legally cognizable claims between Employee and Employer or any of its constituent members, employees, officials, officers, agents, affiliates, or benefit plans, arising from or in any way related to Employee's employment by Employer, including the termination thereof, including but not limited to the construction or application of this Agreement, shall be resolved exclusively by final and binding arbitration in Conroe, Texas by an arbitrator chosen by Employee from a list of arbitration providers which shall be maintained by Employer and, at all times shall include at

least three arbitration neutrals and be available to all employees. Employer may, at any time, add names to the list of arbitration neutrals from which Employee may select an arbitrator for any claim between the parties subject to arbitration. Except within the first fifteen days (15) of the Center's fiscal year, and provided Employer maintains a list of no less than three potential arbitrators at all times, Employer may not remove any names to the list of arbitration neutrals from which Employee may select an arbitrator for any claim between the parties subject to arbitration, unless the removal of an arbitration provider's name becomes necessary due to a refusal or inability, specific to a matter subject to arbitration or generally, of the arbitration provider to provide arbitration services to the Center and its employees. However, the removal of an arbitration provider from the list of available arbitration sources shall not prejudice Employee's right to use such arbitrator, provided the arbitrator remains willing and able to provide arbitration services and Employee has already selected that arbitration provider prior to the Center's removal. The selected arbitrator shall arbitrate any dispute using the Federal Rules of Civil Procedure, as modified by the Parties' agreed limitations herein and the arbitrator shall not be permitted to deviate from such agreed limitations but shall, in all matters not expressly defined or limited herein, have such discretion as the applicable rules may allow. It is the parties' intent that all disputes of any legally cognizable claim, no matter whether alleged to arise by statute, contract, common law, or otherwise, between them must be arbitrated, and this agreement expressly includes, but is not limited to, any dispute about the interpretation, scope, validity or enforcement of this Agreement or the extent of the arbitrability of any claim, any claim of employment discrimination of any nature, any claim for compensation or benefits including any claim under the Fair Labor Standards Act or state payroll or wage and hour laws and all other federal or state statute or regulation, Family Medical Leave Act (FMLA) or related state law or any related

regulation, National Labor Relations Act, Americans with Disabilities Act, as amended, or any state law or regulation of any sort or any other claim, whether contractual, based on common-law, or statutory, arising out of, or in any way related to, Employee's application for employment or employment with Employer, the termination thereof, or any other matter incident thereto. It is the intent of the parties that this agreement to arbitrate shall be construed as broadly as possible to include any and all legally cognizable disputes which may arise between them.

3.2. Nothing in this Agreement shall preclude Employer, as a unit of local government under Texas law and therefore immune from some claims or causes of action, from seeking a declaratory judgment in the district court for Montgomery County, Texas establishing Employer's immunity from any suit or claim Employee might otherwise seek to arbitrate under this Agreement. The Parties agree any such limited action shall not constitute a waiver of Employer's right to arbitrate any claim or cause of action from which it agrees or a court determines Employer is not immune.

3.3. The Parties agree that any arbitration shall take place in Conroe, Texas, or as otherwise mutually agreed by the parties. Notwithstanding the applicable Rules which will otherwise govern the arbitration, and except to any modification expressly agreed by all Parties hereto, the Parties expressly agree that;

3.3.1. Any arbitration hearing shall be conducted, and must be concluded, with a decision rendered, within 120 days after the initial claim for arbitration is made by either party and the arbitrator and parties shall be required to effect a schedule consistent with this absolute deadline. Within fifteen (15) days after the selection of the arbitrator, the parties shall confer with the arbitrator to adopt a schedule consistent with the 120 day deadline;

3.3.2. Discovery in any arbitration shall be limited to, and the arbitrator shall not be authorized to expand discovery beyond, the following:

3.3.2.1. Depositions shall be limited to two (2) depositions per side, each of which shall be limited to three (3) hours of testimony taken by each side.

- 3.3.2.2. Written discovery shall be limited to one (1) Requests for Production, limited to no more than fifteen (15) requests and subpoenas for documents from third parties as may be authorized by the arbitrator in the exercise of their discretion. All responses to Requests for Production shall be answered within fifteen (15) days from service. The responding party shall produce the responsive documents and label them to correspond with each appropriate request. No interrogatories, requests for admissions, or other written discovery shall be permitted.
- 3.3.2.3. Within fifteen (15) days after the initial scheduling conference with the arbitrator, each party will provide to the other the required disclosures under Rule 26(a)(1)(A)(i)-(iii) of the Federal Rules of Civil Procedure.
- 3.3.2.4. If the claimant intends to use expert witnesses, the claimant must, at least sixty (60) days before the scheduled date of arbitration, provide disclosures under Rule 26(a)(2) of the Federal Rules of Civil Procedure for such expert witnesses. The respondent shall, within twenty-one (21) days after service of claimants expert witness disclosures, provide such disclosures for respondents expert witnesses.
- 3.3.2.5. No objections to disclosures required under sections 3.3.2.3 or 3.3.2.4 are permitted.
- 3.3.3. A party's failure to provide information responsive to any disclosure required under sections 3.3.2.3 or 3.3.2.4 or any Request for Production shall preclude the use of such information in the arbitration consistent with Rule 37 of the Federal Rules of Civil Procedure.
- 3.3.4. At any hearing, all witnesses must appear and testify in person or "live" by video-conference, as may be permitted by the Arbitrator. Unless mutually agreed by the Parties, no witness testimony may be presented in writing or by deposition, written or otherwise recorded in advance, unless the Arbitrator finds the witness is "unavailable," as that term is defined by Rule 32 of the Federal Rules of Civil Procedure.
- 3.3.5. Because the Parties have agreed to single-party arbitration and have agreed to waive participation in class or collective actions for any claim between Employee and Employer, the arbitrator shall not be permitted to certify or consider any claim of a class or collective group or preside over any class or collective action.
- 3.3.6. The Parties jointly agree these limitations on timing and discovery are an important cost and time saving aspect of their joint agreement to arbitrate. Accordingly, the parties further jointly agree that, should the arbitrator refuse to accept jurisdiction over this arbitration for any reason, including these agreed limitations, or should the arbitrator refuse to enforce such agreed limitations, the parties shall agree to a mechanism for selecting or, failing agreement, any party may petition a court in

Montgomery County, Texas to appoint a single arbitrator consistent with the provisions of Section 171.041(b)(2), Texas Civil Practices and Remedies Code, who will preside over the disputed matters, and who will utilize the federal.

3.4. Any arbitration shall be jointly self-administered by the Parties and they shall share equally in all costs assessed by the arbitrator for administration as well as the arbitrator's fees and expenses from the initiation of the arbitration through a final award, subject to the arbitrator's authority to allocate the same upon a final award in accordance with the law controlling the dispute at issue. The arbitrator may not however disproportionately tax to a prevailing party the costs, fees, or expenses incurred where an award affords some relief to both parties. The arbitrator may dismiss any claim or refuse a party to present evidence based upon a party's failure to timely pay the party's equal cost of administration or the arbitrator's fees. Under no circumstances may Employer be required to pay Employee's share of any cost of administration or the arbitrator's fees prior to a final award.

3.5. Except as expressly limited herein, the arbitrator may grant any relief, legal or equitable, interim or final, which could be granted by a court of competent jurisdiction. The parties shall have the right to enforce this Agreement and any arbitration award in accordance with Texas law.

3.6. Employee agrees that, in the presentation and resolution of any dispute between Employee and Employer, as well as against Employer's other employees, constituent members, officials, directors or officers, Employee expressly waives the right to participate in any class or collective action and, rather, expressly agrees that Employee will resolve any dispute or claim in a single action between only Employee and Employer and/or Employer's other employees, officials, constituent members, directors or officers. Accordingly, Employee shall neither serve as a class or collective action representative nor shall Employee join, seek or agree to join, actively or passively, or participate in any capacity in any class or collective action, no matter how small or minor, of a

claimants' or plaintiffs' group, against Employer and/or Employer's other employees, officials, constituent members, directors or officers. This Section 3, including the parties' agreement to arbitrate all disputes and Employee's waiver of any class or collective action, shall survive the termination of Employee's employment with Employer and this Agreement and is governed by the Texas Arbitration Act.

3.7. Exhaustion of Remedies. Nothing within this Agreement precludes or relieves applicants, employees, or Employer from any opportunity or obligation to exhaust all informal remedies, open door policies, and/or alternative dispute resolution procedures, either formal or informal, Employer has in place as well as any statutorily-required exhaustion efforts before arbitrating any claims or disputes as provided under this Agreement. However, the parties agree any determination of any agency that may assert jurisdiction over any complaint shall be inadmissible in any arbitration and neither party may use or refer to any such decision or any part thereof. Where pre-suit administrative procedures or exhaustion are required, the arbitrator shall not have jurisdiction to permit or address any claim unless the petitioner shows they have fully complied with all such requirements.

4. Section Four—General Provisions

4.1. This Agreement is effective even if not counter-signed by Employer's representative, as long as Employee is or remains employed by Employer after Employee signs and returns this Agreement. Employee or Employer may sign this Agreement electronically or express their assent to be bound through electronically transmitted means. Employee shall be deemed to have accepted and be bound by all terms of this Agreement, which expresses Employer's employment policies on the issues addressed herein, by accepting or continuing Employee's employment with Employer after being given notice of such policies and this Agreement, even if Employee has not signed this

Agreement. The Parties agree that, if Employer changes its employment policies in a manner inconsistent with Employee's rights under this Agreement after Employee has sought to arbitrate a claim, the terms of this Agreement, and not any revised policy will control.

4.2. Any notice or election hereunder shall be made in writing, delivered to the last known address of the other party, and shall be effective upon receipt if delivered, or if by mail, upon deposit in the U. S. Mail. Notice by mail shall be sent certified mail or private, traceable delivery.

4.3. No waiver of any provision hereof shall constitute any general waiver of such provisions, but all the terms and conditions hereof shall remain in full force and effect except as in each specific instance the same may be specifically waived.

4.4. The rights and duties of the parties to this Agreement may be assigned or conveyed Employer and shall be binding upon Employee. This Agreement is not assignable by Employee to any entity or person for any consideration whatsoever without Employer's express written consent.

4.5. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their spouses, successors, heirs, legal representatives, or permissible assigns.

4.6. The parties agree the provisions of this Agreement are severable to the extent necessary to make this Agreement enforceable and the invalidity or unenforceability of any particular provision of this Agreement shall not affect any other provisions hereof.

4.7. This Agreement is made and entered into within the State of Texas and the parties agree it, and Employee's employment with Employer, shall be governed by and construed solely in accordance with, under, and pursuant to the laws of the State of Texas, and shall be performable in the State of Texas. The laws of the State of Texas shall be applied in any arbitration proceedings, without regard to principles of conflict of laws.

The parties agree this Agreement embodies all agreements existing between Employee and Employer regarding all matters addressed herein and that neither party shall have the power to alter or waive any of the terms or conditions hereof except in a separate writing, duly signed by both parties, and then attached hereto.

Agreed and signed this _____ day of _____, 20____.

EMPLOYEE

Tri-County Behavioral Healthcare

Employer

By: _____

Amy Foerster

Title: Chief Compliance Officer