



# ***Associate Handbook***

July 2023 Version

Welcome!

You have just joined a dedicated organization. We hope that your employment with MD Billing will be rewarding and challenging. We take pride in our associates as well as in the care and services we provide.

Please take the time now to read this handbook carefully. Sign the acknowledgment to show that you have read, understand, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Company reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Modification to this handbook and/or the policies and procedures of the Company will be communicated to associates via memorandum and added as an addendum to the current handbook. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no associate handbook can address every situation in the workplace.

If you have questions about your employment or any provisions in this handbook, contact Human Resources.

We wish you success in your employment here at MD Billing!

All the best,

Rodney Franklin MD,  
MBA Chief Executive  
Officer MD Billing

## Acknowledgement of Receipt and Review

I **acknowledge** receipt of the MD Billing Associate Handbook and Summary of Employment Policies that covers many important Company policies, including, but not limited to:

- Open Door Policy
- Communications Policies
- Equal Employment Opportunity Policy
- No Harassment Policy
- Leave Policies
- Paid Time Off Policy

I **understand** that it is my responsibility to familiarize myself with the handbook and all its contents.

I **understand** that this handbook is intended to increase my understanding of how MD Billing likes to operate and what is generally expected of MD Billing Associates; that this Summary is not all - inclusive, as it is impossible to put all such information in one booklet; and that my location may have special requirements that are not covered by or which may supplement this Summary.

I **understand** that this Summary does not create a promise, representation, or an express or implied contract of continued employment. MD Billing retains the right to change these policies and benefits at any time, without advance notice, as it deems appropriate.

I **understand** MD Billing has a separate and distinct Code of Business Conduct. I am responsible for familiarizing myself with the additional policies and guidelines found in the Code of Business Conduct.

I **understand** that I have the right to terminate my employment at any time, for any reason with or without advance notice, and that MD Billing has a similar right.

I **further understand** that my status as an at-will Associate may be modified only if in writing, signed by me or my representative and an authorized Company representative.

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by MD Billing.

If I have any questions about the content or interpretation of this handbook, I will contact the Human Resources Department.

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Signature

Austin Franklin

Printed Name

AI Integration Manager

Position

07/15/2024

Date

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# Introduction

## Corporate Contact Information

If you need assistance with personnel issues, safety, or you have a question about employment matters; please contact the human resources department at:

MD Billing  
5224 75th Street, Suite D Lubbock, TX 79424  
Phone (806) 712-1096  
Fax (806) 771-2093  
hr@MD Billing.com

Please contact your supervisor or human resource director to determine availability and your eligibility for associate benefits. Your supervisor will give you your daily work instructions, performance reviews, recommend pay increases, and recommend hiring and termination. Your supervisor is also responsible for worksite safety, discipline, and may issue warnings to correct behavior and safety issues. The supervisor may also assist with accident investigations. Supervisors are responsible for safety in their respective work areas. This includes safety training, safety equipment, enforcing safety procedures and providing discipline warnings for those who violate safety procedures or policy.

## Ethics Code

MD Billing will conduct its business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and associates are expected to adhere to high standards of business and personal integrity as a representation of our business practices.

We expect that officers, directors, and associates will not knowingly misrepresent the Company and will not speak on behalf of the Company unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product or services development, customer lists, patents, trademarks, etc.) about our Company or operations, or that of our customers or partners, is to be treated with discretion and only be disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

## **Mission Statement**

**To empower our team and partners to provide compassionate, individualized care, education and research for communities we serve.**

## **Values: HEALED**

**Humility**

**Excellence**

**Accountability**

**Loyalty**

**Education**

**Diversity**

## **Goals**

**Excellent patient outcomes and satisfaction through multidisciplinary collaboration and innovative clinical stewardship.**

**Timely and accurate communication across the healthcare continuum.**

**Pursue high levels of alignment to achieve common goals with our partners.**

**Create a corporate culture that fosters team member engagement and personal satisfaction.**

**Deliver effective educational programs that advance and promote professional growth and development.**

**Contribute to the body of knowledge through high quality clinical research.**



## Policies and Practices

### Open Door Policy

We welcome suggestions for continued improvement and ideas for better ways to perform your job, produce or sell the products or services of our Company, or meet customer and client needs. Discuss your ideas with your supervisor or another member of the management team.

We also encourage you to offer any suggestions derived from seminars, journals, or other outside sources of information you believe would add value to the Company.

Understand that any suggestions, innovations, inventions, or other matter created by you on work time or with Company tools or property are considered to be the property of the Company.

### Employment At-Will

Your employment with MD Billing is on an “at-will” basis. This means your employment may be terminated at any time, with or without notice, and with or without cause. Likewise, we respect your right to leave the Company at any time, with or without notice and with or without cause.

Nothing in this associate handbook or any other Company document should be understood as creating a contract, guaranteed or continued employment, a right to termination only “for cause,” or of any other guarantee of continued benefits or employment. Only the Chief Executive Officer has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the Chief Executive Officer.

### Disability Accommodation

MD Billing complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities (including pregnancy-related disabilities). Consistent with this commitment, the Company will provide reasonable accommodation to disabled associates if the reasonable accommodation would allow the individual to perform the essential

functions of the job, unless doing so would create an undue hardship.

If you require accommodation because of your disability, notify your manager, supervisor, etc. When making your request for an accommodation, make sure to include relevant information, such as:

- A description of the proposed accommodation.
- The reason you need accommodation.
- How the accommodation will help you perform the essential functions of your job

After receiving your request, the Company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

## **Pregnant Worker Fairness Act**

As required by the federal Pregnant Workers Fairness Act (PWFA), MD Billing will provide reasonable accommodations to employees and applicants with limitations related to pregnancy, childbirth or related medical conditions, unless the accommodation will cause undue hardship to MD Billing' operations.

An associate may request accommodation due to pregnancy, childbirth or a related medical condition by submitting the request in writing to human resources (HR). The accommodation request should include an explanation of the pregnancy-related limitations, the accommodation needed and any alternative accommodation(s) that might be reasonable. Depending on the nature of the accommodation, the individual may be requested to submit a statement from a health care provider substantiating the need for the accommodation.

Upon receipt of a request for accommodation, HR will contact the associate to discuss the request and determine if accommodation is reasonable and can be provided without significant difficulty or expense, i.e., undue hardship.

While the reasonableness of each accommodation request will be individually assessed, possible accommodations include allowing the individual to:

- Sit while working.
- Drink water during the workday.
- Receive closer-in parking.
- Have flexible hours.
- Receive appropriately sized uniforms and safety apparel.
- Receive additional break time to use the bathroom, eat and rest.
- Take time off to recover from childbirth.
- Be excused from strenuous activities and/or activities that involve exposure to compounds deemed unsafe during pregnancy.

An associate may request paid or unpaid leave as a reasonable accommodation under this policy; however, MD Billing will not require an associate to take time off if another reasonable accommodation can be provided that will allow the associate to continue to work.

MD Billing prohibits any retaliation, harassment or adverse action due to an individual's request for accommodation under this policy or for reporting or participating in an investigation of unlawful discrimination under this policy.

## **Religious Accommodation**

MD Billing is dedicated to treating the religious diversity of all our associates equally and with respect. Associates may request accommodation when their religious beliefs cause a deviation from MD Billing' dress code, schedule, basic job duties, or other aspects of employment. The Company will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that the Company will consider are cost, the effect that accommodation will have on current established policies and the burden on operations, including other associates, when determining a reasonable accommodation. At no time will the Company question the validity of a person's belief.

Religious accommodation requests must be submitted to your immediate supervisor or the human resources department.

The Company will not discriminate or retaliate against any associate for requesting accommodation.

## **Prohibiting Harassment and Discrimination**

Title VII of the Civil Rights Act of 1964 applies to employers with 15 or more associates. The law prohibits discrimination in employment on the basis of race, color, religion, national origin, or sex. Sexual harassment is a form of sex discrimination that violates Title VII. Under existing Title VII case law, employers may reduce their exposure to liability under Title VII by establishing, disseminating, and enforcing an anti-harassment policy and complaint procedure.

### **Equal Opportunity Statement**

MD Billing is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment which is free of harassment, discrimination, or retaliation because of sex, gender, race, religion, color, national origin, physical or mental disability, genetic information, marital status, age, sexual orientation, gender identity, military service, veteran status, or any other status protected by federal, state, or local laws. MD Billing is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

MD Billing will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Company's Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against any associate who provides information about, complains, or assists in the investigation of any complaint of discrimination or violation of the Company's Equal Employment Opportunity Policy.

We are all responsible for upholding the Company's Equal Employment Opportunity Policy and any claimed violations of that policy should be brought to the attention of the human resource personnel.

## **Policy Against Workplace Harassment**

MD Billing has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's sex, gender, race, religion, color, national origin, physical or mental disability, marital status, age, sexual orientation, gender identity or any other status protected by federal, state or local laws. All forms of harassment of, or by, associates, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

### **Sexual Harassment**

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

While it is not possible to identify each and every act that constitutes or may constitute sexual harassment, the following examples of sexual harassment are provided below: (a) unwelcome requests for sexual favors; (b) lewd or derogatory comments or jokes; (c) comments regarding sexual behavior or the body of another associate; (d) sexual innuendo and other vocal activity such as catcalls or whistles; (e) obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature; (f) repeated requests for dates after being informed that interest is unwelcome; (g) retaliating against an associate for refusing a sexual advance or reporting an incident of possible sexual harassment to MD Billing or any government agency; (h) offering or providing favors or employment benefits such as promotions, favorable evaluations,

favorable assigned duties or shifts, etc., in exchange for sexual favors; and  
(i) any unwanted physical touching or assaults or blocking or impeding movements.

### **Other Harassment**

Other workplace harassment is often verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's sex, gender, race, religion, color, national origin, physical or mental disability, marital status, age, sexual orientation, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment: (a) the use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating or hostile acts that relate to the above protected categories; (b) written or graphic material that insults, stereotypes or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on the Company's premises, or circulated in the workplace; and (c) a display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

### **Reporting Discrimination and Harassment**

Any associate who feels that they have witnessed, or been subject to, any form of discrimination or harassment is required to immediately notify their supervisor and the Human Resources director.

The Company prohibits retaliation against any associate who, based on a reasonable belief, provides information about, complains, or assists in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. Discipline for violation of this policy may include, but is not limited to reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure no retaliation for making a complaint or cooperating with an investigation.

### **Policy Against Violence**

As the safety and security of our associates, vendors, contractors, and the general public is in the best interests of MD Billing, we are committed to working with our associates to provide a work environment free from violence, intimidation, and other disruptive behavior.

#### **Zero-Tolerance Policy**

The Company has a zero-tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, associates, and non- associates such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

## **Prohibited Conduct**

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

## **Reporting Incidents of Violence**

Report to your manager, supervisor, or Human Resources, in accordance with this policy, any behavior that compromises the Company's ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

## **Violations**

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

## **Retaliation**

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat, or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline, up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to Human Resources.

## **Conflict Resolution**

The Company subscribes to the open-door policy. You may bring a complaint to your 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 associates concerning any work-related problem where the complaint has not been satisfactorily resolved in an informal manner.

**Step 1:** The complaint must be submitted in writing to the human resources department within three (3) working days of the incident. A written request for a meeting must be submitted simultaneously. Generally, a meeting will be held within seven (7) business days of the associate's request depending upon scheduling availability. Witnesses will be allowed as necessary. If the problem is not resolved during this meeting, the human resources department will give the associate a written resolution within seven (7) business days from the day the meeting of all related parties is held. If the associate is not satisfied, the associate may proceed to Step 2.

**Step 2:** If the associate is not satisfied after Step 1, the associate may submit a written request for review of the complaint and Step 2 solution to the Chief Operating Officer (COO) or designee. Such a request must be made within three (3) working days following the receipt of the Step 1 resolution. The COO or appointed representative will review the complaint and proposed solution and may call a further meeting to explore the problem. This meeting is to be attended by the associate concerned, the associate's immediate supervisor, and any other associate of the Company whom the aggrieved associate chooses. The COO or appointed representative will render the final decision within ten (10) business days after receiving the Step 2 request, assuming scheduling availability. The decision will be

given to the associate in writing and will become part of the associate's personnel file.

### **Alternative Dispute Resolution**

MD Billing is committed to providing the best possible working conditions for its associates. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from supervisors and management. MD Billing strives to ensure consistent and honest treatment of all associates, supervisors, and managers. All associates are expected to treat each other with mutual respect. Associates are encouraged to offer positive and constructive criticism.

Problems, disputes, or claims not resolved through the preceding problem resolution steps are subject to mediation. Mediation will be conducted in accordance with the Alternate Dispute Resolution (ADR) guidelines under Judicial Arbitration and Mediation Services (JAMS) Minimum Standards of Procedural Fairness of Employment, and under the JAMS Arbitration Rules and Procedures.

Associates who choose to use mediation to resolve a problem will be expected to share the cost of mediation. A complete description of the Alternate Dispute Resolution is available from the human resource director for review. If you need assistance on personnel matters, employment issues, or have a complaint, feel free to contact the human resource department.

### **Employment Status**

#### **Regular Full-Time Status**

A regular full-time associate is an associate who has completed his or her introductory period and is regularly scheduled to work 30 hours per week. Unless stated otherwise, all the benefits provided to associates are for regular full-time associates only. This includes vacation, holiday pay, health insurance, and other benefits coverage.

#### **Regular Part-Time Status**

Any associate who works less than 30 hours per week is considered a part-time associate. Part-time associates are not eligible for Company benefits unless specified otherwise in this handbook or in the benefit plan summaries.

#### **PRN Status**

Any associate who works on an as needed basis with no regularly scheduled hours. PRN associates are not eligible for Company benefits unless specified otherwise in this handbook or in the benefit plan summaries.

#### **Temporary Status**

Any associate who is hired for a specific period of time, project or assignment. The associate is paid for actual hours worked and is not eligible for benefits. Associates hired for a specific project or period of time will not experience a change in status simply because they remain in employment for a longer period of time. An associate will change from temporary to regular status only if advised of such a change in writing from the human resource department.

#### **Exempt Associates**

If you are classified as an exempt associate at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are an exempt or non-exempt associate, contact your supervisor for clarification.

### **Outside Employment**

Outside employment that creates a conflict of interest or affects the quality or value of your work performance or availability at the Company is prohibited. The Company recognizes that associates may seek additional employment during off hours, but in these cases, expects that any outside

employment will not affect job performance, work hours, or scheduling, or otherwise adversely affect the associate's ability to effectively perform their duties. Any conflicts should be reported to your supervisor. Failure to adhere to this policy may result in discipline up to and including termination.

### **Personal Data Changes**

It is your obligation to provide the Company with all your current contact information, including current mailing address and telephone number. Please inform the Company of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings.

### **Personnel and Medical Records**

The Company maintains a personnel and medical file for every associate. Medical records will be kept separately from other personnel files. Every effort will be made to keep your personnel and medical records confidential. Access is on a "need-to-know" basis only. This includes, but is not limited to, supervisors and others in management reviewing the file for possible promotion, transfer, or layoff.

If an associate wishes to review his or her personnel or medical file, they may do so after giving the Company reasonable notice. Inspection must occur in the presence of a Company representative. All requests by an outside party for information contained in your personnel file will be directed to the Human Resources department, which is the only department authorized to give out such information.

### **Employment Resignations**

If you find it necessary to resign, you may be required to give advance notice in writing to your supervisor indicating the last day you will be working. MD Billing requires 14 days for associates, 30 days for management and 90 days for providers, notice to be given in order for the associate to have left in good standing. Associates will not be granted Paid Time Off during their notice period. Final paychecks for associates who quit without notice will receive final pay within the State required time period after the associate has notified MD Billing their intent not to continue working.

### **Exit Interview**

You may be asked to participate in an exit survey when you leave the Company. The purpose of the exit survey is to provide management with greater insight into your decision to leave employment, identify any trends requiring attention or opportunities for improvement, and to assist the Company in developing effective recruitment and retention strategies. Your cooperation in the exit survey process is valued and appreciated.

### **Post-Employment Reference Policy**

Our Company policy is to provide prospective employers with references only for associates who have worked for the Company within the past three years.

We will provide prospective employers with the dates of employment and final job position of a former associate. All references are to be given by Human Resources only.

If the former associate is requested to provide a prospective employer with additional information by way of reference, the associate must sign a form that holds the Company and the prospective employer harmless from any claims related to any information provided in response to that reference.



# Compensation and Benefits

## Benefit Policies

### **Health Insurance**

The Company provides its regular full-time associates who have completed 60 days of employment with health insurance availability. Associates have the option of dependent coverage at their own expense.

Medical plan benefits for eligible associates and their dependents are described in detail in the Summary Plan Description (SPD) that is available to all eligible associates. These benefits may be canceled or changed at the discretion of the Company, unless otherwise required by law.

Health benefits during approved medical leaves are maintained by the Company on the same terms as if the associates continued to work. Please contact Human Resources for clarification. In such circumstances, arrangements must be made by eligible associates to pay their share of the health insurance premium on a monthly basis to maintain insurance coverage. Please contact the Human Resources Department to determine the amount of your contribution. The Company's obligation to maintain health benefits stops when:

- An associate informs the Company of an intent not to return to work at the end of the leave period; or
- An associate fails to return to work after 12 consecutive weeks of absence; or
- An associate's premium contribution is past due.

The Company will be entitled to recover premiums paid to maintain health insurance coverage for an associate who fails to return to work from leave.

Please understand that plan eligibility does not necessarily mean coverage for all medical treatments or procedures. In addition, under certain circumstances, such as annual benefit enrollment, you may be responsible for contributing to the cost of increased premiums. This benefit, as well as other benefits, may be canceled or changed at the discretion of the Company, unless otherwise required by law.

If you or a dependent become ineligible for benefits due to a change in work hours, or through a life event, or you terminate employment with us, you may have the right to continue your medical benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA). The Company will mail you information about your COBRA rights.

### **Life Insurance**

All regular full-time associates who have completed 60 days of employment are eligible for life insurance provided by the Company. You will be required to notify the benefits administrator of your intended beneficiary. Refer to the Summary Plan Description (SPD) for details about the benefit.

### **Dental Insurance**

All regular full-time associates who have completed 60 days of employment are eligible for the Company dental plan. Dental plan benefits are described in detail in the Summary Plan Description (SPD).

### **Vision Care Insurance**

All regular, full-time associates who have completed 60 days of employment are eligible for the Company vision care plan. Vision care plan benefits are described in detail in the Summary Plan Description (SPD).



## **COBRA**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible associates and their beneficiaries to continue health insurance coverage under the company health plan when a “qualifying event” could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an associate, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements. Please contact Human Resources to learn more about your COBRA rights.

## **401(K) Plan**

All regular full-time associates who have completed at least 90 days of employment are eligible to participate in the Company’s 401K retirement plan. MD Billing provides matching funds of 100% of the first three (3) percent of salary contribution and 50% of the second two (2) percent of salary contribution. Participants must be 21 years of age or older. As with your insurance benefits, please refer to your Summary Plan Description (SPD) provided by the benefits administrator for specifics. Should you have any other questions about pension or profit-sharing rights, please consult with the benefits administrator. This benefit, as well as other benefits, may be canceled or changed at the discretion of the Company, unless otherwise required by law.

## **Holiday Observance**

MD Billing observes the following holidays each year:

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

When a Company holiday falls on a Saturday, it will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday.

If a holiday falls on your regular day off, the holiday will be observed as your supervisor determines, on the associate’s last day of work before the holiday or the first day of work following the holiday.

## **Workers’ Compensation Insurance**

Workers’ compensation is a no-fault system designed to provide benefits to all associates for work related injuries. Workers’ compensation insurance coverage is paid for by the employer and governed by state law. The workers’ compensation system provides for coverage of medical treatment and expenses, occupational disability leave, rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job, no matter how slightly, you are to report the incident immediately to your supervisor. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers’ compensation benefits, notify your supervisor immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. All work-related injuries require a drug screen. You will be required to submit a medical release before you can return to work.

## **Unemployment Compensation Insurance**

Unemployment compensation insurance is paid for by the Company and provides temporary income for associates who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the Company.

## **New Associates and Introductory Periods**

The first ninety days of your employment is considered an introductory period. During this period, you will become familiar with MD Billing and your job responsibilities. During this time, we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your introductory period with the Company can be shortened or lengthened as deemed appropriate by management and Human Resources. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

All new hires and current associates are required by federal law to verify their identity and eligibility to work in the United States. You will be required to complete federal Form I-9 on the first day of employment. If this form and verification of employment eligibility is not completed during the first three days of employment, we are required by law to terminate your employment. If you are currently employed and have not complied with this requirement or if your status has changed, please inform your supervisor.

forms will be maintained separately from personnel files and retained according to the U.S. Citizenship and Immigration Services (USCIS) retention requirements: I-9 forms should be retained for three years after the date of hire or one year after the date employment ends ---- *whichever is later*. Current associates should always have a Form I-9 on file.

## **Clinical Associate Evaluations and Assessments**

All eligible associates are required to complete their 90-day clinical skills competency checklist before their initial 90-day period ends. The associates who are not able to complete it in the stipulated time-period may be suspended without pay or terminated. Similarly, all eligible associates are required to complete their clinical skills competency checklist annually. Associates who are not able to complete it in the stipulated time-period may be suspended without pay or terminated.

Program Director(s) are required to turn in your 90-day clinical skills competency checklist before 60 days of the associate's initial period. The remaining 30 days can be utilized, if there is any discrepancy on associate's part related to the clinical competency skills, to train the particular associate in order for them to develop their clinical skill(s) competency in the respective area so that the 90-day clinical skills competency checklist can be completed by 90 days from the date of hire. Similarly, the Program Director(s) are required to turn in your Annual clinical skills competency checklist a month before the associate completes their anniversary with the company.

Associates will be evaluated on the basis of their performance for their 90-day introductory period (for new hires) and on an annual basis. The Program Director(s) is required to turn in the respective associate's performance evaluation(s) to the human resource department before the associate's 90 - day and/or anniversary date.

Associates will also be evaluated for the 90-day (new hires) AIDET, and annual AIDET competency. Program Director(s) are required to turn in the respective associates' AIDET competency assessment(s) to the human resource department before the associate's 90-day and/or anniversary date.

## **Performance Improvement**

MD Billing will make efforts to periodically review associates work performance. The performance improvement process will take place on an as needed basis. Associates may specifically request that their supervisor assist in developing a performance improvement plan at any time.

The performance improvement process is a means for increasing the quality and value work

performance. Initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Company pay raises and promotions are based on numerous factors, only one of which is job performance.

## **Promotions**

Promotions may occur when:

- A job opening is internally or externally advertised
- A position opens unexpectedly, and the Company wishes to fill it from within
- An associate has consistently good performance evaluations and possesses the attitude and leadership abilities that deem them ready for the next step in their career.
- An associate acquires a credential (degree, licensure, etc.) that allows them to advance

Promotions are made on an equal opportunity basis according to associates who possess the merit and desired skills, education, experience, and other qualifications required for the position. It is the Company's policy to promote from within the Company when the most qualified candidate is available. All associates promoted into new job positions will undergo a 90-day introductory period as described in the New Associates and Introductory Periods section. However, such associates will continue to receive Company benefits for which they are eligible.

The company will use its best efforts to match each position with the talent most suitable for the job. As a result, an associate could be transferred to a new position to ensure the best fit possible for the associate and Company needs.

In accordance with our company policies, we will not tolerate promotions based on subjective opinions unsupported by performance evaluations, discrimination, favoritism, or nepotism. Managers must keep good documentation of their promotion evaluation process to avoid such incidents.

## **Pay Raises**

Depending on the Company's financial health and other factors, efforts will be made to give pay raises consistent with Company profitability, job performance, and the consumer price index. MD Billing may also make individual pay raises based on merit or due to a change of job position or duties assigned. Associates who are under corrective action are not eligible for a merit or cost-of-living wage increase.

## **Transfer**

MD Billing may transfer your employment from one position to another with or without notice as required by production or service needs or upon request by an associate and management approval. Transfers in excess of 90 days may be considered final, and your paycheck may be increased or decreased consistent with the pay scale for your new position.

## **Workforce Reductions (Layoffs)**

If necessary, based upon the needs of the business, management may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for management and associates alike, and the Company will make its best effort to make sound business decisions while acknowledging the needs of its workforce.

## **Wage and Hours Policies**

An associate's pay depends on a wide range of factors, including pay scale surveys, individual effort,

profits, and market forces. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, please speak with your supervisor or Human Resources.

### **Revenue Share Compensation**

Revenue-based wage is compensation calculated based on payment received from professional services personally provided. Revenue-based compensation is paid semi-monthly in accordance with our current payroll schedule. Associates who have terminated employment, whether voluntarily or involuntarily, will receive payment of collections for an additional 30 days following the date of separation from the Company regardless of outstanding accounts receivable which may yet to be collected.

### **Bonus Compensation**

**Bonuses are monetary rewards outside of an associate's usual pay or salary that they receive after meeting or exceeding certain performance expectations.**

Bonus compensation calculations will occur on a quarterly basis, based upon a regular calendar year quarterly schedule. Any such additional compensation due will be paid to within 30 days following the end of the prior quarter. Associates must be employed at the time of the bonus payout to be eligible. Bonus compensation thresholds may be adjusted annually to account for inflation and adjusted at the same time associate cost of living adjustments are made (if any).

### **Holiday Differential Compensation**

A holiday differential of one-half the Associate's hourly rate will be paid to all non-exempt Associates who work the actual day of any of the MD Billing officially designated holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Working the Monday or Friday when the actual holiday falls on a weekend does not entitle the Associate to holiday pay.

#### **PROCEDURES**

- Managers/Directors should ensure only those Associates required/scheduled to work a holiday are on duty and receiving the holiday differential.
- Associates should clock in and out the same as a normal shift.
- Holiday differential will be paid for time worked from 12 a.m. to 11:59 p.m. on the actual holiday. The differential is automatically calculated through the timekeeping system.

### **Work Schedules**

All work schedules will be determined by your immediate supervisor.

### **Time Keeping**

Federal and state laws require us to keep accurate records of hours worked by non-exempt (hourly) associates. You should clock in no more than five minutes ahead of time and clock out no later than five minutes after your quitting time. Every non-exempt associate of the Company is required to enter their hours worked accurately, including all lunch periods and any rest periods of more than 20 minutes.

Associates are required to notify the company of any pay discrepancies, unrecorded or mis-recorded work hours, or any involuntary missed meal or break periods.

Do not complete the time sheet of any other associate or request that they do so for you. Please be sure to indicate your days off. Any changes to your timecard must be approved of by your supervisor. Timecard adjustments are to be initiated in the time keeping system within 24 hours of the discrepancy.

Falsification of time records or recording time for another associate may result in discipline, up to and including termination of employment.

ALL hourly associates are required to clock in and out for the day and for lunch on a daily basis. It is the associate's responsibility to check their punches daily to determine if there are any missed punches or discrepancies.

If an associate has a missed punch or discrepancy, they must submit a time adjustment to their supervisor within 24 hours of when the missed punch or discrepancy occurred. Supervisors must approve time adjustments. All time adjustments must be approved within 24 hours of receiving the request.

If for any reason the associate's supervisor is absent, the associate must inform the Human Resources Department within 24 hours of when the missed punch or discrepancy occurred.

Extenuating circumstances where an associate or supervisor is unable to meet the requirements of the policy will be managed on a case-by-case basis.

All associates, regardless of position, are required to adhere to these guidelines. Failure to follow these guidelines will result in disciplinary action up to and including termination.

### **Rest and Meal Periods**

The Company strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding rest and meal periods. Please check with your supervisor regarding procedures and schedules for rest and meal breaks. The Company requests that associates accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, please let your supervisor know as soon as possible. If you did not know in advance but were unable to take a meal or rest break, please notify your supervisor as soon as possible.

### **Off The Clock Work**

Under the Fair Labor Standards Act, non-exempt associates must be paid for all hours worked.

Performing any work-related tasks must only take place during assigned work periods while hours worked are being recorded. MD Billing does not allow work to be performed outside of assigned work periods without pay to any non-exempt team members. Supervisor approval is required for all work outside of normal and/or beyond the 40-hour work week. Violation of this policy will result in disciplinary action up to and including termination of employment.

### **Overtime Authorization for Non-exempt Associates**

If you are a non-exempt associate, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your supervisor.

At certain times, the Company may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including termination of employment.

Overtime pay of one and one-half times an associate's regular rate of pay or average pay rate (if you perform work at different pay rates during the relevant week) is paid for any hours worked in excess of 40 hours in a workweek. Holidays, Paid Time Off and other non-working leave days do not count as time worked for computing overtime.

## **Remote Work Policy**

Employees are permitted to work remotely occasionally or regularly, depending on a number of factors and the arrangements they've made with their manager. Remote work is a privilege that may be revoked at any time. The Company may request that an employee be present in the office at any time (regardless of scheduled time) or deny a request to work remotely based on business needs, employee performance, or viability of doing the remotely. To be eligible, an employee must have access to reliable internet and a space that is free from excessive noise or distraction.

### **Submitting Requests**

Employees who do not have a remote work agreement in place must submit a remote work request in writing to their supervisor and notify appropriate team members. Requests for recurring or extended remote work arrangements will be considered on a case-by-case basis, or in the case of a public health emergency.

### **Costs**

The Company will supply the employee with appropriate office supplies and reimburse the employee for all other reasonable business-related expenses. Employees must get pre-approval for expenses associated with working from home. Any equipment supplied by the Company is to be used for business purposes only, unless otherwise specified. Employees must take appropriate action to protect these items from damage or theft.

The Company is not responsible for costs associated with initial setup of the employee's home office such as remodeling, furniture or lighting, or for repairs or modifications to the home office space.

### **Security**

As with employees working in the office, those who work remotely will be expected to ensure the protection of proprietary Company and patient information through use of locking doors, desks, file cabinets, and media storage, regular password maintenance, and any other steps appropriate for the job and the environment. Unless you live alone, computers should be locked when you walk away and other household members should not be allowed access to or use of Company property.

### **Expectations**

#### **When working remotely employees must:**

- Work their full, typical schedule
- Attend all meetings in a virtual capacity
- Achieve the same level of production as in the office
- Maintain equivalent availability for colleague and client/patient communication, supervisor questions, etc.
- Be available online and by phone for the duration of their usual workday, minus breaks periods
- Respond promptly to communication via messaging app, email, and phone
- Take all required break periods, as if they were in the office
- Communicate consistently regarding their workload and status (break, lunch, working on a project, etc.)
- Follow all company procedures and policies
- Refrain from using alcohol or illegal drugs

## **Travel Time Pay**

Some non-exempt positions within MD Billing require travel. MD Billing pays non-exempt associates for travel time in accordance with the Fair Labor Standards Act (FLSA). For purposes of this policy, the regular workday is 8:00 – 5:00 (Monday – Friday).

### **Home to Work Travel**

An associate who travels from home before the regular workday and returns to his or her home at the end of the workday is engaged in ordinary home to work travel, which is not work time.

### **Home to Work on a Special One Day Assignment in Another City**

An associate who regularly works at a fixed location in one city is given a special one-day assignment in another city and returns home the same day. The time spent in traveling to and returning from the other city is work time, except that the employer may deduct/not count that time the associate would normally spend commuting to the regular work site.

### **Travel That Is All in a Day's Work**

Time spent by an associate in travel as part of their principal activity, such as travel from job site to job site during the workday, is work time and must be counted as hours worked.

### **Travel Away from Home Community**

Travel that keeps an associate away from home overnight is travel away from home. Travel away from home is clearly work time when it cuts across the associate's workday. The time is not only hours worked on regular working days during normal working hours but also during corresponding hours on nonworking days. MD Billing will not consider as work time that time spent in travel away from home outside of regular working hours as a passenger on an airplane, train, boat, bus, or automobile.

### **Calculating and Reporting Travel Time**

Associates are responsible for accurately tracking, calculating, and reporting travel time. Travel time should be calculated by rounding up to the nearest quarter hour.

## **Travel Expenses**

### **Advances**

The Company does not generally provide cash travel advances. Normally, associates are expected to use personal credit cards and/or their own cash and submit their approved expenses.

### **Travel Expenses**

The Company pays the actual amounts incurred for appropriate expenses when associates are on travel assignments. Examples of typical expenses include the following:

- Airline tickets
- Lodging
- Car rental, bus, taxi, parking
- Telephone and fax
- Laundry and dry cleaning (trips exceeding one week only, unless emergency)
- Business supplies and services
- Associated gratuities
- Other expenses necessary to achieve the business purposes

### **Per Diems**

The Company will pay a daily per diem rate for overnight travel which may be prorated by time of travel and meals provided by the company such as working lunches or business dinners.



**Air Travel**

Associates are to use economy or tourist class fares when traveling on Company business. In addition, private, noncommercial aircraft or chartered aircraft is not to be used, and no more than two Company officers should travel together on the same flight.

Airfares are to be charged to personal credit cards and subsequently turned in for reimbursement.

**Hotels**

Neither in-room movies nor refreshment bars are approved Company expenses.

**Insurance**

The Company does not pay for personal travel insurance for associates.

**Rental Cars**

Associates are to use rental firms having existing relationships with the Company and, where feasible, have negotiated discounts rates. Reasonable transportation available is to be used. Vehicle class should accommodate only the business needs for travel, any reservation above the Standard class vehicle requires administrative approval.

**Personal Vehicles**

All associates using their own vehicle for business purposes must maintain insurance coverage as required by law and may not have more than 2 points on their driving record. Travel between the associate's home and primary office is not considered to be business travel. Associates are not authorized to use personal vehicles for business travel without authorization. Associates will be reimbursed for vehicle use at the current company rate. An executive officer must authorize any deviation from this policy.

Travel to a temporary location within a metro area (50-mile radius from home site) will not be subject to mileage reimbursement except in cases where the associate has reported to one location and has been requested to report to a separate location in the same day. The route chosen for reimbursement should be the shortest route available. If a company vehicle is available for such travel, associates should use a company vehicle. If a company vehicle is available and the associate chooses not to use it, no mileage reimbursement will be offered for that trip.

**Associate Reporting**

Associates are to report their expenses for approval through the appropriate reporting tools and must include a description of the expense, its business purpose, date, place, and the participants.

**Business Expenses**

Approved business expenses are the reasonable and necessary expenses incurred by associates to achieve legitimate business purposes that are not covered by normal Company procurement processes.

All business expenses must be approved by your supervisor prior to occurrence.

**Business Meetings (Company-Sponsored Events and Meetings)**

The Company pays for expenses necessary to achieve a valid business purpose when meetings are held with customers, vendors, or other Company associates. The most senior Company associate present is to pay and report all expenses.

The Company will make every effort to have a master account set up for Company -wide and large group events. However, if you are at a small meeting or staying by yourself at a hotel, pay individually and submit for reimbursement accordingly.



**Entertainment**

The Company pays for entertainment expenses only when they clearly benefit the Company and include customers and are promotional in nature. The most senior Company associate present is to pay and report all expenses.

**Technical and Training Seminars**

In some instances, the Company pays for expenses associated with attendance at classes and seminars that enhance job - related skills. Prior approval must be obtained by the associate's manager/supervisors and appropriate management.

**Other Expenses**

The Company will pay for postage and telephone expenses that are for business purposes.

**Associate Reporting**

Associates are to report their approved expenses and must include a description of the expense, its business purpose, date, place, and the participants.

**Use of Company Credit Cards**

The Company will issue company credit cards to certain associates for use in their jobs; this policy sets out the acceptable and unacceptable uses of such credit cards.

Use of company-issued credit cards is a privilege, which the Company may withdraw in the event of serious or repeated abuse. Any credit card the Company issues to an associate must be used for business purposes only, in conjunction with the associate's job duties. Associates with such credit cards shall not use them for any non-business, non-essential purpose, i.e., for any personal purchase or any other transaction that is not authorized or needed to carry out their duties. Associates must pay for personal purchases (i.e. transactions for the benefit of anyone or anything other than the Company) with their own funds or personal credit cards.

The Company will not regard expenses for one's own business-related use, such as lodging and meals while on company-approved business trips, as personal purchases, as long as such expenses are consistent with the Company's travel and expense reimbursement policy.

If any associate uses a company credit card for personal purchases in violation of this policy, the cost of such purchase(s) will be considered an advance of future wages payable to that associate and will be recovered in full from the associate's next paycheck; any balance remaining will be deducted in full from subsequent paychecks until the wage advance is fully repaid. Such deductions may not take the associates pay below minimum wage for the pay period(s) in question. If an associate uses a company credit card for any other type of unauthorized transaction in violation of this policy, i.e., incurs financial liability on the Company's part that is not within the scope of the associate's duties or the associate's authorization to make business-related purchases, the cost of such purchase(s) or transaction will be the financial responsibility of that associate, and the associate will be expected to reimburse the Company via deductions from pay until the unauthorized amount is fully repaid. Such deductions will be in the amount of the unauthorized purchase(s), but if a deduction for such amount would take the associate below minimum wage for the work week in question, the deductions will be in two or more equal increments that will not take the associate's pay below minimum wage for any work week involved.

In addition to financial responsibility and liability for wage deductions, any purchases an associate makes with a company credit card in violation of this policy will result in disciplinary action, up to and possibly including termination of employment, depending upon the severity and repeat nature of the offense.

Terms of use are as follows:

1. Authorization – The owner must provide written authorization prior to the use of a company credit card
2. Associate Agreement – The associate must sign an agreement acknowledging that they have read and understood the policies and procedures governing the use of a company credit.
  - a. No personal or private expenditure shall be charged to a company account
  - b. No unapproved operating expense (e.g. monthly telephone bills, office supplies, etc.) shall be charged to the credit card.
  - c. Each expense charged must be accompanied by the actual itemized receipt and brief explanation. (location, who it was for, and approval if necessary) Each expense should have the same type of documentation that you would include on a request for reimbursement.
  - d. An expense exceeding \$50.00 should be pre-approved.
  - e. Documentation of each expense is required as soon as possible, and no later than 7 days from the date of purchase. The cardholder is responsible for ensuring ALL receipts are turned in by the end of each month. Expenses and receipts should be uploaded using the Paycom application.
  - f. No cash advances will be permitted on a company credit card.
  - g. Any credit card issued to an associate will have a pre-set monthly limit.
3. Card Payments – Payments, late fees and interest related to unauthorized or undocumented charges shall be the responsibility of the associate.

Violations of the MD Billing credit card policy will result in disciplinary action, including termination of employment.

### **Pay Period**

The standard pay period is semi-monthly for all associates. Pay dates are the 6th and the 21st of the month. Should any pay period fall on a holiday, you will be paid on the preceding workday. If a pay date falls on a Saturday or Sunday, paychecks will be issued on Friday prior to payday.

All additional compensations are paid in accordance with the signed agreement in relation to that compensation.

### **Direct Deposit**

We encourage all associates to enroll in direct deposit. If you would like to take advantage of direct deposit, associates may enter direct deposit information in the online payroll system. Typically, the bank will begin the direct deposit of your payroll immediately after you submit your completed information. If you have selected the direct deposit payroll service, a written explanation of your deductions can be printed from the online payroll system.

If you wish to decline enrollment in direct deposit, your paychecks will be mailed via the United States Postal Service to the address currently on file in the online payroll system.

### **Lost or Stolen Paychecks**

If a check is lost or stolen a check replacement authorization form must be completed and received in the MD Billing corporate office in order for a replacement check to be issued. A \$35.00 Stop Payment fee and/or special handling charge may be applied dependent upon circumstances. The waiting period for a check lost in the mail is (10) ten days from the check date and normal delivery by regular 1st class mail.

## **Paycheck Deductions**

MD Billing is required by federal, state, and certain local laws to withhold certain deductions from your paycheck. This includes income and unemployment taxes, and FICA contributions (Social Security and Medicare) as well as any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the number of exemptions you list on your federal Form W-4 and applicable state withholding form. You may also authorize voluntary deductions from your paycheck, including contributions for insurance premiums, retirement plans, spending accounts, or other services. Your deductions will be reflected in your wage statement. You may view these deductions at any time in the company's online payroll system.

MD Billing is authorized to deduct, within the limits of payroll laws, any amounts owed to the company upon termination of employment.

Contact Human Resources for any questions about your paycheck.

## **Payroll Advances and Loans**

MD Billing will not advance wages or loan money to its associates. All requests for payroll advances or loans from the Company will be rejected.

# **Attendance and Leave**

## **Attendance Policy**

The purpose of this policy is to set forth MD Billing' policy and procedures for handling associate absences and tardiness to promote the efficient operation of the company and minimize unscheduled absences.

Punctual and regular attendance is an essential responsibility of each associate at MD Billing. Associates are expected to report to work as scheduled, on time and prepared to start working. Associates also are expected to remain at work for their entire work schedule. Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided. This policy does not apply to absences covered by the Family and Medical Leave Act (FMLA) or leave provided as a reasonable accommodation under the Americans with Disabilities Act (ADA). These exceptions are described in separate policies.

### **Absence**

"Absence" is defined as the failure of an associate to report for work when they are scheduled to work. The two types of absences are defined below:

Excused absence occurs when all the following conditions are met:

- The associate provides to his or her supervisor sufficient notice at least 48 hours in advance of the absence.
- The absence request is approved in advance by the associate's supervisor.
- The associate has sufficient accrued paid time off (PTO) to cover the absence.

Unexcused absence occurs when any of the above conditions are not met; all above conditions must be satisfied in order for the absence to be considered excused.

- An associate who must call in the day of their shift must do so a minimum of two hours prior to the start of their shift. With exception of extenuating circumstances, do not contact your supervisor between the hours of ten o'clock pm and five o'clock am. Associates should call in to their supervisor and leave a message for the Human Resources department as a backup.

An unexcused absence counts as one occurrence for the purposes of discipline under this policy.

- Associates with two or more consecutive days of unexcused absences because of illness or injury must give MD Billing proof of physician's care and a fitness for duty release prior to returning to work.
- Associates must take earned PTO for every absence unless otherwise allowed by company policy (e.g., leave of absence, bereavement, jury duty).

### **Tardiness and Early Departures**

Associates are expected to report to work and return from scheduled breaks on time. If associates cannot report to work as scheduled, they must notify their supervisor no later than their regular starting time. This notification does not excuse the tardiness but simply notifies the supervisor that a schedule change may be necessary.

Associates who must leave work before the end of their scheduled shift must notify a supervisor immediately.

Tardiness and early departures are each one-half an occurrence for the purpose of discipline under this policy.

### **Disciplinary Action**

Excessive absenteeism is defined as two or more occurrences of unexcused absence in a 30 -day period or three or more occurrences in a 90-day period and will result in disciplinary action. Eight occurrences of unexcused absence in a 12-month period are considered grounds for termination.

### **Occurrence**

Unscheduled absences that consist of 1-3 consecutive calendar days missed or absent from work for the same illness/reason. For unscheduled absences in excess of 3 days the associate should consider requesting leave under a qualifying company leave policy (see Leave of Absence Policy).

In the event an associate is forced to leave their scheduled shift early due to illness/emergency and then calls in for their shift in the following consecutive days, only one occurrence will be counted.

Associates who return to work after an unscheduled occurrence but then find that they are unable to perform their job duties due to the same illness/emergency may extend their unscheduled absence under the same occurrence.

### **Job Abandonment**

Any associate who fails to report to work for a period of one day or more without notifying his or her supervisor will be considered to have abandoned the job and voluntarily terminated the employment relationship. Associates who abandon their job will not be eligible for re-hire.

## **Paid Time Off (PTO)**

### **Purpose of Paid Time Off (PTO)**

The purpose of Paid Time Off (PTO) is to provide associates with flexible paid time off from work that can be used for such needs as vacation, holidays, personal or family illness, doctor appointments, school, volunteerism, and other activities of the associate's choice. The company's goal is to reduce unscheduled absences and the need for supervisory oversight.

### **Guidelines for PTO Use**

Associates are responsible for managing their PTO account. It is important to reserve time for holidays, vacations, doctors appointments, personal business, short-term illnesses and unexpected absences. Associates may not use PTO hours before they are accrued and reflected in the payroll system.

Each full-time associate will accrue PTO semi-monthly in hourly increments based on their length of service as defined below. PTO is added to the associate's PTO bank when the semi-monthly paycheck is issued. PTO taken will be subtracted from the associate's accrued time bank in one-hour increments. Only full-time associates are eligible for PTO accrual.

Eligibility to accrue PTO is contingent on the associate either working or utilizing accrued PTO for the entire semi-monthly pay period. PTO accruals are adjusted down proportionally for pay periods during which unpaid leave, including disciplinary leave, short- or long-term disability leave or workers' compensation leave are taken.

Associates may use time from their PTO bank in hourly increments. Time that is not covered by the PTO policy, and for which separate guidelines and policies exist, include bereavement time off, required jury duty, and military service leave.

All PTO requests should be submitted through Paycom at least twenty-one days in advance of the requested time off except when being requested for legitimate, unexpected illness or emergencies. In those instances, the Associate must notify his/her manager at least two (2) hours before the start of the Associate's shift, or according to departmental procedures, except in emergency circumstances when such contact is not feasible. In those instances, notification should take place as soon as possible. (Use the Paid Time Off online request system to request PTO.) In all instances, PTO must be approved by the associate's supervisor in advance. The Company appreciates as much notice as possible when you know you expect to miss work for a scheduled absence.

Managers should review and approve/deny PTO requests within the Paycom system on a daily basis. Notification of the approval/denial will be sent to the Associate email or Paycom push notification system. When necessary, if patient safety and care or critical business operations will be impacted by the Associate's absence, MD Billing reserves the right to cancel approved PTO.

#### Paid Time Off (PTO) Exceptions

- Associates who miss two or more consecutive unscheduled days may be required to present a doctor's release to the Human Resources department that permits them to return to work.
- Newly-hired Associates will begin accruing PTO on their first day of employment, but they will not be able to use their PTO during the introductory period.
- PTO taken in excess of the PTO accrued can result in progressive disciplinary action up to and including termination of employment. Time off in excess of accrued or advanced PTO will be unpaid. The only possible exception to this policy must be granted by the company CEO.
- PTO accrued prior to the start of a requested and approved unpaid leave of absence must be used to cover hours missed before the start of the unpaid leave.
- Unscheduled absences of four hours or more due to illnesses, which result in consecutive days absent from work, are considered one absence incident in relationship to potential disciplinary action.
- The combination of worked hours, non-worked paid hours and PTO hours should not exceed the number of hours the Associate is normally authorized to work in a workweek, up to a maximum of 40 hours. *Example: If an Associate would have normally been scheduled to*

*work 36 hours that week, the total number of hours paid, including PTO, may not exceed 36.*

### **Specific Eligibility for Paid Time Off (PTO)**

PTO is earned on the following schedule. PTO is accrued based on full-time pay periods worked, without regard for overtime hours worked.

#### **Years of Service:**

- 0-1 years: Up to **128 PTO hours accruable** per year, earned at an hourly rate of 0.0615 PTO hours per hour worked
- 1-3 years: Up to **168 PTO hours accruable** per year, earned at an hourly rate of 0.0807 PTO hours per hour worked
- 4+ years: Up to **208 PTO hours accruable** per year, earned at a rate of 0.1 PTO hours per hour worked

Salary associates who take a full day of PTO must be deducted 8 hours of PTO regardless of typical actual hours worked in a day.

Each associate may carry over no more than their maximum amount of accrued PTO on their anniversary date of hire. For example, an associate that has been with the company for two years may carry over no more than 168 PTO hours into their third year of employment. Associates are responsible for monitoring and taking their PTO so that they do not lose time accrued when their anniversary occurs (PTO is always subject to supervisory approval).

If extenuating business circumstances prevented the associate from taking scheduled PTO, this PTO may be carried over with Chief Officer approval if it is in excess of the maximum allowable carry over amount and is taken in the subsequent 3 calendar months.

**Non-Exempt Associates** may use PTO as described below:

- PTO hours will be paid at the Associate's base rate
- If the Associate does not have enough PTO to cover time taken off from work, that time will be unpaid.
- After the Introductory Period (as discussed above), non-exempt Associates are required to use any available PTO to cover missed hours, before taking time off without pay. This requirement excludes any time missed due to flexing/low census or when the Associate's department or location is closed due to inclement weather; in these instances, the Associate may choose to use available PTO or take time off without pay.

**Exempt Associates** may use PTO as described below:

- **Exempt** Associates are paid on a salaried basis and, if some hours are worked in a day, salary is continued with the appropriate PTO deduction applied. An **exempt** Associate must take PTO to cover personal absences. PTO may be taken only in increments of a full day (8 hours) or one-half day (4 hours). While no PTO will be deducted for an absence less than 4 hours in a single day, such absences should be limited and pre-approved.
- If an **exempt** Associate has fewer than 4 hours of PTO and takes a half day of absence, then 100% of the balance of the Associate's PTO hour bank will be withdrawn and the Associate's salary for the day will continue without a deduction.

- If an **exempt** Associate wishes to take a full day off work, he or she must have at least 8 hours of PTO for the absence to be paid. If an **exempt** Associate has fewer than 8 hours of PTO and wishes to take a full day of absence, then the Associate must take a full day off without pay.
- When an **exempt** Associate is on intermittent or reduced schedule leave under the Family and Medical leave Act (FMLA), MD Billing may pay the Associate PTO in any increment for the time that the Associate is away from work due to the FMLA-protected condition. If no PTO is available, MD Billing may deduct the Associate's salary accordingly.
- Deductions may be made from an **exempt** Associate's compensation to account for absences in full day increments only if the Associate has exhausted his or her PTO allowance.
- These procedures assume the **exempt** Associate works a regular shift of five days per week. If the Associate works any other schedule, the amount of PTO required for half day absences should equal one-half the Associate's regular shift. *Example: If an Associate's schedule is four 10-hour days per week, the Associate should take PTO in increments of five hours.*
- Frequent unscheduled absences or other abuse of these guidelines may result in disciplinary action up to and including termination.
- Generally, the maximum PTO approved at a time for personal reasons, other than medical circumstances, will be two weeks, subject to management approval. Additional PTO may be requested and approved for special circumstances.

### **Holidays/ Family & Cultural Days**

PTO is designed to cover time off for holidays and family and cultural days. Non-exempt Associates may choose whether to use available PTO or to take the day off without pay. Exempt Associates must use PTO in the same process outlined above.

Unless MD Billing has determined an Associate's work is business critical and time- sensitive, and such work is approved by the department's senior leadership, Associates may be required to take *off* work on the following holidays:

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Associates working on a holiday may be eligible for additional compensation as defined in the Holiday Differentials Policy.

**Family and cultural days** support MD Billing commitment to diversity and inclusion allowing Associates time off for other holidays that are important to them and their families. Unless MD Billing has determined an Associate's work is business critical and time-sensitive, Associates may request up to four days per calendar year for other family and cultural days.

Associates may be asked to provide a description of the day for which they are requesting time *off* and the request must be scheduled and approved in advance by the Associate's manager.

Associates working on a family or cultural holiday are not eligible for additional compensation.



Typically, holidays and family or cultural days falling on Saturday will be observed on Friday and holidays falling on Sunday will be observed on Monday.

The manager is responsible for scheduling work on holidays according to business and consumer needs. Managers should respect the request for time off for family and cultural days and make efforts to accommodate the requests unless a compelling business need exists that would cause the Associate's absence to be detrimental to operations and no replacement is available.

### **Status Changes**

If an associate's status changes from full-time to full-time revenue share, part-time, or PRN the associate's PTO balance will be forfeited. Balances will not be maintained for future use in any status outside of regular full-time status.

### **Voluntary Separation**

Associates who voluntarily separate from employment will forfeit any remaining Paid Time Off balance. The Company will not pay out any PTO balance.

Associates will not be permitted to cash out their earned hours of PTO.

Generally, Associates who have given notice of resignation may not utilize their PTO benefits during the notice period.

PTO hours may not be used to extend employment beyond the last day actually worked.

If an associate has used PTO time not yet accrued, and employment terminates, the PTO taken will be deducted from the final paycheck. Associates who give notice of employment termination must work without utilizing PTO during the entirety of the notice period.

### **Rehires**

If an associate separates from employment and is rehired within 30 days, the associate's previous date of hire will be used for purposes of PTO determination.

### **Other Time Off**

These guidelines do not cover all absences. An Associate may also be eligible for jury duty leave, bereavement leave, unpaid Family Medical Leave Act leave, Short or Long-Term Disability benefits, and other time according to MD Billing policies and guidelines.

## **Compensatory Time Off Policy**

It is the policy of MD Billing to permit exempt employees who work more hours than regularly scheduled to receive compensatory time off.

### **Granting Compensatory Time Off**

Compensatory time off is granted to exempt positions. There is no legal requirement or obligation for MD Billing to grant compensatory time off to exempt employees. A supervisor may choose to grant compensatory time off to exempt employees who are required to work in excess of 50 hours or more in a week for a special project or during weekends or any normally scheduled time off. Compensatory time will be granted on a discretionary basis and shall not be more than an hour-for-hour basis of time work, but, shall not necessarily be an hour-for-hour basis.

### **Using Compensatory Time Off**

An employee who is eligible for compensatory time and requests use of the time will only be permitted to use the time within the same pay period or the subsequent pay period. Approval for use of compensatory time will be solely at the supervisor's discretion and with final approval from human resources. Compensatory time will not accrue in any manner to the employee's benefit otherwise.



## **Emergency Closings**

At times, emergencies such as severe weather, fires, power failure, or acts of God, can disrupt company operations. In extreme cases, these circumstances may require the closing of a work facility. When operations are officially closed due to emergency conditions, non-exempt associates will not be paid for the time off from scheduled work. In cases where an emergency closing is not authorized, associates who fail to report for work will not be paid for time off. Associates in essential operations may be asked to work on a day when operations are officially closed. In these circumstances, associates who work will receive regular pay.

## **Bereavement Leave**

### **Objective**

The Bereavement Leave Policy establishes uniform guidelines for providing paid time off to associates for absences related to the death of immediate family members and fellow associates or retirees of MD Billing.

### **Eligibility**

All full-time, active associates are eligible for benefits under this policy after the ninety-day probationary period. If an associate is not eligible under these provisions the associate will be granted Leave Without Pay.

### **Procedures**

An associate who wishes to take time off due to the death of an immediate family member should notify his or her supervisor as soon as possible but in all instances prior to being absent from work. If an associate leaves work early on the day they are notified of the death, that day will not count as bereavement leave but will be paid as regular pay for salaried associates or hourly associates may utilize Paid Time Off benefits for this time.

In addition to bereavement leave, an associate may, with his or her supervisor's approval, use any available paid time off for additional approved time off as necessary. Associates may be required to provide documentation with regard to their bereavement leave.

Bereavement pay is calculated based on the base pay rate at the time of absence, and it will not include any special forms of compensation, such as incentives, commissions, bonuses, overtime or shift differentials.

Paid bereavement leave will be granted according to the following schedule:

- Associates are allowed up to three consecutive days off from regularly scheduled duty with regular pay in the event of the death of the associate's spouse, domestic partner, child, parent, father-in-law, mother-in-law, brother or sister.
- Associates are allowed one day off from regular scheduled duty with regular pay in the event of death of the associate's grandparent, grandchild or spouse's grandparent.
- Associates are allowed up to four hours of bereavement leave to attend the funeral of a fellow regular associate or retiree of the company, provided such absence from duty will not interfere with normal operations of the company.

## **Jury Duty Leave**

MD Billing encourages associates to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your supervisor as soon as possible to make scheduling arrangements.

If you are an exempt associate, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are a non-exempt associate, you will be compensated for time spent on jury duty. All associates will be compensated for up to five days based on their regular compensation schedule. If jury service extends beyond five days, the associate will be compensated at a rate of 60% of their regular compensation schedule. The Company reserves the right to require associates to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against any associate who requests or takes leave in accordance with this policy.

## **Court Attendance and Witness Leave**

MD Billing realizes that, on occasion, associates may be subpoenaed to appear in a civil, criminal, legislative, or administrative proceeding. In such cases, you will be provided unpaid leave to attend. Notify your supervisor as soon as possible to make scheduling arrangements. You may opt to use PTO in place of unpaid leave.

The Company reserves the right to require associates to provide proof of the need for leave to the extent authorized by law.

The Company will not retaliate against any associate who requests or takes leave in accordance with this policy.

## **Voting Leave**

If your work schedule prevents you from voting on Election Day, the Company will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your supervisor, consistent with applicable legal requirements.

## **Leave of Absence**

**PURPOSE:** The purpose of this policy is to set forth MD Billing. (MDB) leaves of absence in an integrated manner. The policy addresses leaves of absence for the following reasons: (1) serious health condition; (2) pregnancy disability; (3) parenting; (4) family care; (5) personal; (6) military; and (7) other medical/reasonable accommodations. The policy also addresses the use of Paid/Extended Time Off.

### **1. MDB leave of Absence Policy Outline: Provisions that Apply to Multiple Policies**

#### **1.1 PAY WHILE ON LEAVE**

- 1.1.1 Leaves of absence are generally provided on an unpaid basis. Unless prohibited by law, associates are required to use all applicable Paid Time Off (PTO) while on leave.
- 1.1.2 The substitution of any paid benefits does not extend the total amount of leave that may be taken under system policy and applicable law. When paid benefits are exhausted, the remaining leave period will be unpaid.
- 1.1.3 PTO will be paid until the balance drops below 1 hour.
- 1.1.4 Accrued PTO hours must be taken at the rate of the regular work schedule, not exceeding 80 hours per pay period.

## **1.2 BENEFIT CONTINUATION WHILE ON LEAVE**

- 1.2.1 As allowed by law, group health insurance benefits will be continued for a maximum of 12 weeks; thereafter, associates may be eligible to continue benefits through a COBRA program. If an associate has elected Supplemental Benefits, it is the associate's responsibility to contact the appropriate provider to set-up direct bill.
- 1.2.2 In the event there is less than ninety (90) days between an associate's return to work from one leave and the start date of another leave, the time spent on the prior leave will be counted for purposes of determining the length of benefits continuation, where allowed by law. For example, if an associate is on medical leave for 1 month, returns to work for 60 days, and then takes another medical leave, they shall be entitled to two additional months of benefits coverage (i.e. for a total of 12 weeks) and then will be eligible to continue benefits under the COBRA program.
- 1.2.3 To the extent an associate is using accrued PTO, insurance premiums will be automatically deducted from the associate's paycheck.
- 1.2.4 If an associate's available paid time off is depleted or if the associate's paycheck is insufficient to cover the total premium, the associate is responsible for the payment of the remainder of the premium due.
- 1.2.5 When an associate's pay is insufficient to pay for benefit premiums, s/he will be required to set up a payment arrangement with the HR department.
- 1.2.6 Failure to pay a premium according to the timing agreed upon may result in the termination of the associate's insurance coverage, and MDB may recover from the associate the costs of any health insurance premiums it has paid on behalf of the associate.
- 1.2.7 For purposes of retirement and savings plans, service credits during a leave of absence will be determined under the appropriate plan documents.
- 1.2.8 Associates' Basic Life Insurance coverage will be governed in accordance with the plan document.

## **1.3 JOB PROTECTION WHILE ON LEAVE**

- 1.3.1 Job protection varies by type of leave. See the detailed leave policies for more information.
- 1.3.2 Under all policies, if an associate's position is eliminated or otherwise ceases to exist while on leave (for example, as part of a reduction-in-force), the leave may be terminated and the associate's right to return to work would be the same as any other associate under similar circumstances.

## **1.4 INTERMITTENT LEAVE (MULTIPLE ABSENCES FOR THE SAME REASON)**

- 1.4.1 Leave may be available on an intermittent or reduced work schedule basis, only as required by law. Requests for intermittent time off will be handled on a case-by-case basis in accordance with applicable laws.
- 1.4.2 Associates must give 30 days' notice of the need for an intermittent leave, and unless otherwise limited by law, may not take intermittent absences until the leave is approved. f 30 days' notice is not practicable; notice must be given as soon as practicable.
- 1.4.3 Under FMLA, some special rules apply to intermittent absences:

- 1.4.3.1 Associates must make a reasonable effort to arrange scheduled intermittent absences so as not to unduly interrupt MDB's operations.
- 1.4.3.2 MDB may require associates to transfer temporarily to another position for which the associate is qualified, that would provide equivalent pay and benefits and better accommodate scheduled intermittent absences.
- 1.4.3.3 Associates must comply with MD Billing' usual and customary policies for reporting leaves and absences, including "call in" and other absence reporting processes. If an associate does not comply with the employer's usual notice andprocedural requirements, and no unusual circumstances justify the failure to comply, the associate may be subject to attendance discipline.
- 1.4.3.4 Intermittent absences may be approved only as estimated by a health care provider.  
If the frequency or duration of absences exceeds the provider's estimate, MDB will require a new certification.
- 1.4.3.5 MDB may seek a second opinion when certifying an intermittent absence, if MDB has reason to doubt the value of the certification. An example of when a second opinion may be sought is when a pattern of absences is evident, and this is different than what the provider estimated (for example, if absences frequently happen on the same day of the week, or time of day). In a case where the second opinion differs from the first opinion, MDB may obtain the opinion of a third health care provider, designated or approved by MDB and the associate.
- 1.4.3.6 The amount of leave available on an intermittent basis depends on the associate's scheduled work hours. For associates with a variable (changing) work schedule, a 12-week average of scheduled work hours will be used. Under FMLA the amount of leave available is calculated by multiplying average scheduled weekly workhours by  
12. For example, an associate who works 30 hours a week has 360 hours of FMLA available. This calculation is made when a new leave is approved and is held constant for that leave. Should the associate apply for another leave, for another reason, the amount of available leave may be adjusted to reflect changes to the associate's scheduled work hours.

## **1.5 APPLYING FOR A LEAVE**

- 1.5.1 Associates are required to give at least 30 days' notice of their desire to take a leave of absence by contacting the Human Resources department at (806) 712-1096.
- 1.5.2 If the need for leave is unforeseeable, associates must give notice as soon as possible. Failure to give timely notice could result in postponement or denial of the requested leave. If no PTO is available, the leave will be unpaid.
- 1.5.3 Associates must report absences in accordance with MDB attendance policies. Failure to do so, even if the leave is protected under FMLA, may result in attendance discipline to the extent that the law allows.

## **1.6 WHILE ON LEAVE**

- 1.6.1 MDB may request additional information or medical certification during the course

of a leave. Associates must promptly respond to these requests, or, to the extent allowed by law, further leave may be denied or delayed.

- 1.6.2 If the circumstances of the leave change, such as the expected return date or the nature of a medical condition, associates are required to contact the Human Resources department as soon as possible.
- 1.6.3 All requests for internal transfers while on an approved leave of absence must be submitted to and approved by the Human Resources department.
- 1.6.4 While on leave, the associate may not engage in other work or employment without notification and approval from MDB.

## **1.7 RECERTIFICATION OF LEAVES UNDER FMLA**

- 1.7.1 Recertification may be required every thirty (30) days and/or under the following circumstances:
  - 1.7.1.1 The associate requests an extension of leave;
  - 1.7.1.2 Circumstances described by the original certification have changed significantly (e.g., the duration of the illness, the nature of the illness, complications);
  - 1.7.1.3 MDB receives information that casts doubt upon the continuing validity of the certification;

## **1.8 RETURNING FROM LEAVE**

- 1.8.1 Associates on a continuous leave of absence must notify MDB at least one week before their scheduled return date to confirm their status and intent to return to work by calling the Human Resources department.
- 1.8.2 Associates returning from a leave taken for their own serious health condition must submit a Return to Work Release from their health care provider authorizing their return to work.
- 1.8.3 Prior to returning to work from any type of leave absence, associates must be current on all licensure and certifications required to perform the essential functions of their position. If an associate's licensure or certification is expired, they will be placed on an unpaid administrative leave for 30 days or until licenses and/or certifications are current, in accordance with MDB policy.

## **1.9 FAILURE TO RETURN TO WORK**

- 1.9.1 If the associate is not able to or does not wish to return to work at the end of the approved leave, the associate may apply for an extension by contacting the HR department. Extensions will be considered on a case-by-case basis. MDB reserves the right to grant or deny such requests in its sole discretion in compliance with applicable law and its own policies.
- 1.9.2 It is the associate's responsibility to report to work at the end of the approved leave. Failure to return to work at the scheduled end of the leave or to obtain an extension of the leave will be considered a voluntary resignation of employment.

## **2. Detailed Policy: Leave for the Associate's Own Serious Health Condition, excluding Pregnancy**

### **2.1 PURPOSE**

MDB offers eligible associates a leave of absence for their own illness or injury. This includes work-related illness and injury. This leave may be provided in two segments:

- The associate is eligible for leave under the Family & Medical Leave Act of 1993. (FMLA), the first portion of the leave, typically up to 12 work weeks in a rolling back 12-month period, will be provided as required under these laws.
- Following exhaustion of FMLA, or if the associate is not eligible for FMLA, the remainder of leave may be provided under MDB's Medical Leave or as an ADA accommodation. See Medical Leave section for more information.

## **2.2 ELIGIBILITY FOR LEAVE**

2.2.1 To be eligible for leave under FMLA, an associate:

- must have worked at MDB for at least 12 months (these 12 months need not be consecutive), and
- must have worked a minimum of 1,250 hours in the 12 months immediately prior to the first day of the requested leave, and
- must be employed at a worksite that employs 50 or more associates within 75 miles of the associate's worksite.

2.2.2 To be eligible for leave under the MDB Medical Leave policy, an associate:

- Must be a full- or part-time associate who has been employed with MDB for at least 6 consecutive months, and
- Must not otherwise be eligible for leave under FMLA (for example, the associate is not eligible for FMLA or has exhausted leave under those laws).
- In the event that an associate has been an associate of MDB for less than 6 consecutive months, medical leave is available only as a reasonable accommodation under ADA, or on a case-by-case basis is approved by the associate's department Director and Human Resources.

## **2.3 QUALIFICATIONS FOR LEAVE**

2.3.1 FMLA leave may be taken because the associate is incapacitated from his/her own job due to an illness or injury.

2.3.2 To support a request for FMLA leave, the associate must provide medical certification from a health care provider, no later than 15 calendar days after it is requested by MDB. See MDB Medical Leave section for information on qualifying for leave not covered by FMLA.

## **2.4 LEAVE AVAILABLE**

2.4.1 Eligible associates who qualify for FMLA leave are entitled to 12 work weeks of FMLA leave in a rolling back 12-month period. MDB defines this period as the 12 months immediately prior to the first day of the requested leave.

- Available FMLA leave time will be calculated by subtracting any FMLA leave the associate has taken during the preceding 12 months.
- This 12-work week entitlement includes leave taken for any reason under FMLA.

2.4.2 If an associate has exhausted FMLA, or is not eligible for FMLA, additional leave may be

offered under the MDB medical leave section, or as an ADA accommodation. The amount of leave available will be determined on a case-by-case basis. Available FMLA leave time will be calculated by subtracting any FMLA leave the associate has taken during the preceding 12 months.

## **2.5 JOB PROTECTION WHILE ON LEAVE**

- 2.5.1 If an associate returns from a leave protected under FMLA and has not exceeded the maximum leave entitlement under those laws, the associate will be returned to his or her previous position under those laws, the associate will be returned to his or her previous position or an equivalent position.
- 2.5.2 Once FMLA leave is exhausted, MDB is unable to guarantee job protection and reinstatement in all cases.

## **3. Detailed Policy: Pregnancy Disability Leave**

### **3.1 PURPOSE**

- 3.1.1 MDB offers time off for pregnancy and childbirth, which typically consist of two components:
  - Leave taken when an associate is disabled due to pregnancy, childbirth, or a related serious health condition, covered under this policy; and
  - Leave taken to spend time with the newborn child, covered under the Parenting Leave section.

### **3.2 ELIGIBILITY**

- 3.2.1 To be eligible for pregnancy disability leave under FMLA, an associate must have worked at MDB for at least 12 months and worked a minimum of 1,250 hours in the 12 months immediately prior to the first day of the requested leave.
- 3.2.2 Associates who are not eligible for, or have exhausted, FMLA and/or PDL may be eligible for leave under the MDB Medical Leave section, or as an ADA accommodation.

### **3.3 LEAVE AVAILABLE**

- 3.3.1 Eligible associates who qualify for FMLA leave are entitled to 12 work weeks of FMLA leave in a rolling back 12-month period. MDB defines this period as the 12 months immediately prior to the first day of the requested leave.
  - Available FMLA leave time will be calculated by subtracting any FMLA leave the associate has taken during the preceding 12 months.
  - This 12-work week entitlement includes leave taken for any reason under FMLA.
- 3.3.2 The maximum amount of leave available to associates who are not eligible for, or have exhausted, FMLA will be determined on a case-by-case basis under the MDB Medical Leave policy.

### **3.4 JOB PROTECTION WHILE ON LEAVE**

- 3.4.1 If an eligible associate returns from a leave protected by FMLA and has not exceeded the maximum leave entitlement under those laws, they will be returned to her previous position or an equivalent position.

- 3.4.2 Once FMLA is exhausted, MDB is unable to guarantee job protection and reinstatement in all cases. If the associate is on an approved leave, at the conclusion of leave, MDB will reinstate her to the same or similar position, if available.

#### **4. Detailed Policy: Parenting Leave**

##### **4.1 PURPOSE**

- 4.1.1 MDB offers time to spend time with a new child, including a child who is adopted or placed for foster care. Parenting Leave must be completed within 12 months of the child's birth or placement.

##### **4.2 ELIGIBILITY**

- 4.2.1 To be eligible for leave under FMLA, an associate must have worked at MDB for at least 12 months and worked a minimum of 1,250 hours in the previous 12 months immediately prior to the first day of the requested leave.
- 4.2.2 An associate who is not eligible for FMLA may apply for Personal Leave to spend time with a new child.

##### **4.3 COVERED RELATIONSHIPS**

- 4.3.1 For purposes of FMLA, child means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or  
  
age 18 or older and "incapable of self-care because of a mental or physical disability" at the time that FMLA leave is to commence.
- 4.3.2 Federal FMLA regulations define in loco parentis as including those with day-to-day responsibilities to care for and/or financially support a child. Associates who have no biological or legal relationship with a child may stand in loco parentis to the child and be entitled to FMLA leave.

##### **4.4 LEAVE AVAILABLE**

- 4.4.1 Eligible associates who qualify for leave are entitled to 12 work weeks of FMLA leave in a rolling back 12-month period, defined as the 12 months immediately prior to the first day of the requested leave. This 12-work week entitlement includes leave taken for any reason under FMLA.
- 4.4.2 Parenting Leave must be completed within 12 months of the child's birth or placement.
- 4.4.3 Associates may take Parenting Leave before the actual placement or adoption of a child in an absence from work is required for the placement for adoption or foster care to proceed. For example, the associate may be required to attend counseling sessions, appear in court, consult with his or her attorney or the doctor(s) representing the birth parent, submit to a physical examination, or travel to complete an adoption or foster care placement.
- 4.4.4 When both spouses are employed by MDB, Parenting Leave is limited to a combined total of twelve (12) weeks in a 12-month period for absences caused by the birth, adoption of a child, or placement of a foster child, or to care for a parent with a serious health condition, or due the associate's own serious health illness.



#### **4.5 LIMITS ON INTERMITTENT LEAVE (MULTIPLE ABSENCES FOR THE SAME REASON)**

- 4.5.1 Intermittent bonding is only available on an agreed-upon schedule, by approval of Human Resources, who will work with the manager/supervisor in making this determination.

### **5. Detailed Policy: Family Care Leave**

#### **5.1 PURPOSE**

- 5.1.1 MDB offers time off to care for a family member with a serious health condition.

#### **5.2 ELIGIBILITY**

- 5.2.1 To be eligible for leave under FMLA, an associate must have worked at MDB for at least 12 months and worked a minimum of 1,250 hours in the previous 12 months. MDB defines this period as the 12 months immediately prior to the first day of the requested leave.
- 5.2.2 An associate who is not eligible for FMLA may apply for Personal Leave to care for a family member.

#### **5.3 COVERED FAMILY MEMBERS**

- 5.3.1 For purposes of Federal FMLA, leave taken to care for a family member with a serious health condition, son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is either under age 18, or age 18 or older and “incapable of self-care because of a mental or physical disability” at the time that FMLA leave is to commence. Parent means a biological, adoptive, step or foster father or mother, legal guardian, or any other individual who stood in loco parentis to the associate when the associate was a child. FMLA does not cover “in laws;” i.e., mother- or father-in-law.
- 5.3.2 Federal FMLA regulations define in loco parentis as including those with day -to- day responsibilities to care for and/or financially support a child. Associates who have no biological or legal relationship with a child may nonetheless stand in loco parentis to the child and be entitled to FMLA leave. And, similarly, a parent with which the associate has no biological or legal relationship may be a covered family member.
- 5.3.3 To care for a family member who is not covered under FMLA, an associate may apply for a Personal Leave.

#### **5.4 LEAVE AVAILABLE**

- 5.4.1 Eligible associates who qualify for leave are entitled to 12 work weeks of FMLA leave in a rolling back 12-month period, defined as the 12 months immediately prior to the first day of the requested leave.
- 5.4.2 An associate who exhausts FMLA may apply for a Personal Leave for additional time off to care for a family member.

### **6. Detailed Policy: Personal Leave**

#### **6.1 PURPOSE**

- 6.1.1 MDB recognizes that, from time to time, an associate may need to take time off from work to attend to personal matters that are not covered by any legal entitlement to a leave of absence. At its sole discretion, MDB may grant a leave of absence for personal (non-medical) reasons.

## **6.2 ELIGIBILITY**

- 6.2.1 A personal leave is available to all full-time and part-time associates who have been employed with MDB for at least 6 months.
- 6.2.2 Personal leave may be taken for non-medical reasons.
- 6.2.3 Personal leave is not available to associates who are eligible for, and have available leave balances under FMLA, who are taking leave for a reason covered by those regulations (such as spending time with a new child). It is the responsibility of MDB to designate leave taken for those reasons as FMLA to the extent that the associate is eligible and has not exhausted his or her available leave.

## **6.3 LEAVE AVAILABLE**

- 6.3.1 For personal leave, an associate may request up to 30 days of leave in a rolling back 12-month period, defined as the 12 months immediately prior to the first day of the requested leave. Under special circumstances, an associate's personal leave may be extended up to a maximum of 90 days in a rolling 12-month period. Each request will be considered on a case-by-case basis.

## **6.4 LIMITS ON INTERMITTENT LEAVE (MULTIPLE ABSENCES FOR THE SAME REASON)**

- 6.4.1 Personal Leave may not be taken on an intermittent basis.

## **6.5 SPECIAL PAY AND BENEFIT POLICIES THAT APPLY TO PERSONAL LEAVE**

- 6.5.1 Personal leaves are provided on an unpaid basis. Associates, however, must use all available PTO while on personal leave.
- 6.5.2 Group health insurance coverage, as well as any other insurance to which the associate is entitled as an associate of MDB, will continue throughout the duration of the personal leave, up to a maximum of 90 days for personal leaves (because this is the maximum duration of a personal leave), on the same terms/conditions as though the associate was not on leave.

## **6.6 JOB PROTECTION WHILE ON LEAVE**

- 6.6.1 MDB is unable to guarantee job protection and reinstatements in all cases. At the conclusion of an associate's approved leave, MDB will reinstate the associate to the same or similar position if available.

# **7. Detailed Policy: Military Caregiver Leave**

## **7.1 PURPOSE**

- 7.1.1 MDB offers a leave of absence to eligible associates to care for a covered service member with a serious injury or illness incurred during active duty in accordance with the Family and Medical Leave Act of 1993 (FMLA). If applicable, MDB will provide leaves in accordance with any other state leave laws that apply.

## **7.2 ELIGIBILITY**

- 7.2.1 To be eligible for leave under FMLA, an associate must have worked at MDB for at least 12 months and worked a minimum of 1,250 hours in the previous 12 months. MDB defines this period as the 12 months immediately prior to the first day of the requested leave.
- 7.2.2 An associate who is not eligible for FMLA may apply for Personal Leave for an absence related to a family member's military service.

## **7.3 COVERED SERVICE MEMBER**

- 7.3.1 FMLA provides leave for the associate to provide care for a covered service member with a serious health condition incurred while on active duty, defined as follows:
- a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
  - a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.
- 7.3.2 Under FMLA, the covered service member must be the associate's spouse, son, daughter, parent, or next of kin.
- 7.3.3 To care for a family member who is not covered under FMLA, an associate may apply for a Personal Leave.

## **7.4 LEAVE AVAILABLE**

- 7.4.1 Eligible associates who qualify for leave are entitled to 26 weeks of FMLA leave in a single 12-month period. This leave is combined with all other FMLA (state and/or federal) leaves during that period, resulting in a maximum total leave entitlement of 26 weeks.
- 7.4.2 If an eligible associate does not take all his or her 26 workweeks of leave entitlement to care for a covered service member during this "single 12-month period," the remaining part of his or her 26 workweeks of leave entitlement to care for the covered service member is forfeited.
- 7.4.3 The 26 work week limit is applied on a per-covered-service member, per-injury basis such that an eligible associate may be entitled to take more than one period of 26 workweeks of leave if the leave is to care for different covered serviced members or to care for the same service member with a subsequent serious injury or illness, except that no more than 26 workweeks of leave may be taken within any "single 12-month period."

## **8. Detailed Policy: Military Duty Leave**

## **8.1 PURPOSE**

- 8.1.1 MDB offers Military Duty Leave to comply with the Uniformed Services Employment & Reemployment Rights Acts (USERRA). Associates who are ordered to, or volunteer for military training or active duty in the Armed Forces of the United States, the National Guard, the United States Coast Guard, or the commissioned corps of the Public Health Service may take a leave of absence for the length of service.

## **8.2 ELIGIBILITY**

- 8.2.1 All associates called to, or volunteering for, covered military duty are eligible for leave under this policy.

## **8.3 COVERED MILITARY DUTY**

### **8.3.1 Covered military duty includes:**

- Service in the United States Uniformed Services, including the Armed Forces, Army National Guard, Air National Guard, full time National Guard duties and the commissioned corps of the Public Health Service
- Active duty of reservists of the United States Military Reserve (and any other group designated by the President of applicable law)
- Military Training Duty, Initial Active Duty for Training, Active Duty for Military Service and Emergency Service

## **8.4 LEAVE AVAILABLE**

- 8.4.1 IN general, under USERRA, an associate is entitled for leave for up to five years of cumulative military service. However, the five-year time limit may be extended as required by applicable law.
- 8.4.2 Although military leave generally is unpaid, associates may elect to use their accrued vacation/PTO days or floating holidays, if any. The substitution of such paid benefits does not extend the total amount of leave that may be taken pursuant to this policy.

## **8.5 APPLYING FOR LEAVE**

- 8.5.1 An associate who is called to active duty should immediately contact MDB leave administrator.
- 8.5.2 The associate must provide documentation of the call to active duty, typically by providing a copy of his/her military orders.

## **8.6 REINSTATEMENT TO EMPLOYMENT**

- 8.6.1 Associates on military leave of absence are eligible for re-employment with MDB, subject to the following conditions:
- The associate has satisfactorily completed military service (i.e., has been discharged or released from military service under honorable conditions);
  - The length of military leave does not exceed five years, except as required under USERRA;
  - The associate is qualified to perform the duties of the reemployed position.

- If the individual is no longer qualified to perform those duties because of a disability that occurred, was aggravated, or became manifested during the period of military service, the associate will be placed in another existing position that they are capable of performing, and which is equivalent in seniority, status and pay as the former position or, under certain circumstances, which mostly closely approximates the pre-service position.
- The application for reemployment is made within the following time requirements:
  - Service of less than 31 days: The associate must report to work on the first scheduled workday that occurs after the day the associate returns home from military service.
  - Service of more than 30 days and less than 181 days: The associate must apply for reemployment within 14 days after the end of service.
  - Service in excess of 180 days: The associate must apply for reemployment within 90 days after the end of service.
- For associates who are convalescing due to a disability incurred or aggravated during the period of service, the se time limits may be extended during the time necessary for the associate to recover, not to exceed 2 years.

8.6.2 A member of the National Guard or a reservist of the United States Military Reserve who was called into active duty is eligible for reemployment if they applied for reemployment within 40 days after the end of service if the individual held a full-time position with MDB, or within 5 days after the end of service if the individual held a part-time position.

8.6.3 For military leaves in excess of 30 days, the associate must provide documentation at the end of the period of service showing that they performed covered services during the military leave of absence, that they had satisfactorily completed covered services, and that his or her application for reemployment is timely.

8.6.4 An associate who returns from leave and meets the requirements outlined in this policy will be returned to the position the associate would have held had the person remained continuously employed or to an equivalent job, unless changed circumstances have made reemployment impossible or unreasonable, or would impose an undue hardship on MDB.

## **9. Detailed Policy: MDB Medical Leave**

### **9.1 PURPOSE**

**9.1.1 Following exhaustion of FMLA, or if the associate is not eligible for FMLA, MDB offers eligible associates a leave of absence for their own illness or injury. This includes work-related illness and injury, as well as pregnancy.**

### **9.2 ELIGIBILITY FOR LEAVE**

9.2.1 To be eligible for leave under MDB's Medical Leave policy, an associate:

- Must be a full- or part-time associate who has been employed with MDB for at least 6 consecutive months, and
- Must not otherwise be eligible for leave under FMLA (for example, this associate is not eligible for MLA or has exhausted leave under those laws).
- In the event that an associate has been an associate of MDB for less than 6 consecutive months, leave is available only as a reasonable accommodation under ADA, or on a case-by-case basis as approved by the associates' department Director and Human Resources.

### **9.3 QUALIFICATIONS FOR LEAVE**

- 9.3.1 This leave may be taken because the associate is disabled due to an illness or injury, including pregnancy.
- 9.3.2 To support a request for leave, the associate must provide medical documentation from a treating health care provider no later than 15 calendar days after it is requested by MDB or its leave administrator.

### **9.4 DEFINITION OF DISABILITY UNDER THIS POLICY**

- 9.4.1 Medical Leave is intended for illnesses and/or injuries that are incapacitating, according to the following definition:
  - An associate will be considered incapacitated when, as a result of illness or injury, they are unable to perform the substantial and material functions necessary for his/her own position in the usual and customary way and the associate is not working in his/her own position, or in a position with similar duties or demands, at MDB or at any other employer.
  - An associate will be considered incapacitated if, at the direction of MDB, or a public health agency, s/he is prohibited from working because of infection prevention controls.
  - The associate must be certified by an acceptable treating provider. Treating provider is a licensed health care provider who is personally caring for the associate, performing tasks that are within the limits of his or her medical license.
  - The provider must be licensed to practice medicine in the United States, and prescribe and administer drugs or perform surgery; or has a doctoral degree in Psychology (PhD or PsyD) whose primary practice is treating patients; or is a legally qualified medical practitioner according to the state laws and regulations. This definition also includes a doctor of osteopathy, or D.O.
  - MDB will not recognize the associate him/herself, or a member of the associate's family as a treating provider.
  - MDB Medical Leave cannot be used during periods of incapacity related to elective (not medically necessary), non-reconstructive cosmetic surgery.
  - An associate will be considered incapacitated if, at the direction of MDB, s/he is prohibited from working because of infection prevention controls.

## **9.5 LEAVE AVAILABLE**

- 9.5.1 Following exhaustion of FMLA, or if the associate is not eligible for FMLA, the remainder of leave, may be provided under MDB's Medical Leave or as an ADA accommodation.
- 9.5.2 This period includes leaves taken for the associate's own illness, including time taken under FMLA.
- 9.5.3 In the event there is less than ninety (90) days between an associate's return to work from one medical leave and the start date of another medical leave, the time spent on the  
shall be entitled to one additional month of leave.
- 9.5.4 Leave may be granted beyond 26 work weeks, but only as an ADA accommodation. See below.

## **9.6 LEAVE AVAILABLE AS A REASONABLE ACCOMMODATION UNDER ADA**

- 9.6.1 When all other sources of leave have been exhausted, or if an associate is not eligible for leave under the MDB Medical Leave policy, and the associate continues to be unable to work due to an incapacitating illness or injury, leave may be available as a reasonable accommodation under ADA.
- 9.6.2 The amount of leave available, the continuation of benefits and reinstatement rights will be determined on a case-by-case basis, through an interactive process.
- 9.6.3 An associate who needs leave as an accommodation has some key responsibilities in enabling MDB to comply with ADA and similar laws. The associate must:
  - Demonstrate his/her qualifications to perform the job (i.e. must satisfy the job requirements, including education, background, work experience, skills, certifications and/or licenses, etc.),
  - Provide all applicable supporting documentation needed by MDB to determine whether an accommodation, and
  - Actively participate in the interactive accommodation process. If an associate abandons the interactive process, or fails to provide information that has been requested, MDB may decline the associate's request for additional leave.

## **9.7 JOB PROTECTION WHILE ON LEAVE**

- 9.7.1 MDB is unable to guarantee job protection and reinstatement in all cases. If the associate is on an approved medical leave, at the conclusion of the associate's leave, MDB will reinstate the associate to the same or similar position, if available.

## **10. Definitions**

For the purpose of leave of absence policies:

**"Child"** means a biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis, when the child is under 18 years old or age 18 or older but incapable of self-care.

**“Covered Active Duty”** means, in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country. In the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of Title 10, United States Code.

**“Covered Service Member”** is a) a member of the Armed Forces (including a member of the National Guard or Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or b) a veteran who is undergoing medical treatment, recuperation, or therapy, for

a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

**“Health Care Provider”** means:

- 1) A Doctor of Medicine or Osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or
- 2) Others “capable of providing health care services”, which includes only:
- 3) Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under State law;
- 4) Nurse practitioners, nurse-midwives, clinical social workers and physician assistants who are authorized to practice under State law and who are performing within the scope of their practice as defined under State law and who are performing within the scope of their practice as defined under State law;
- 5) Any health care provider from whom an employer or the employer’s group health plan’s benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits; and
- 6) A health care provider listed above who practices in a country other than the United States, who is authorized to practice in accordance with the law of that country, and who is performing within the scope of his or her practice as defined under such law. The phrase “authorized to practice in the State” as used in this section means that the provider must be authorized to diagnose and treat physical or mental health conditions.

**“Incapable of self-care”** means that the individual requires active assistance or supervision to provide daily self-care in several of the “activities of daily living” (ADLs) or “instrumental activities of daily living” (IADLs). Activities of daily living include adaptive activities such as caring appropriately for one’s grooming and hygiene, bathing, dressing, and eating. Instrumental activities of daily living include cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.



**“Next of kin of a Covered Service member”** is defined as the nearest blood relative other than the covered service member’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members shall be considered the covered service member’s next of kin and may take FMLA leave to provide care to the covered service member, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to the covered service member’s only next of kin for FMLA purposes.

**“Parent”** includes biological, foster, stepparent and adoptive parents, legal guardian or other person who stood in loco parentis to the associate but not parents-in-law.

**“Serious Health Condition”** means an illness, injury, impairment or physical or mental condition that requires either in-patient care or continuing treatment or supervision by a health care provider or as defined by State or Federal law. Continuing treatment by a health care provider means any one of the following:

- (1) Incapacity and treatment. A period of incapacity of more than three (3) consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
  - a. Treatment two or more times, within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
  - b. Treatment by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of the health care provider.
  - c. The requirement in paragraphs (1)(i) and (ii) of this definition for treatment by a health care provider means an in-person visit to a health care provider. The first in-person treatment visit must take place within seven days of the first day of incapacity.
  - d. Whether additional treatment visits or a regimen of continuing treatment is necessary within the 30-day period shall be determined by the health care provider.
  - e. The term “extenuating circumstances” in paragraph (1)(i) of this definition means circumstances beyond the associate’s control that prevent the follow-up visit from occurring as planned by the health care provider. Whether a given set of circumstances are extenuating depends on the facts.
- (2) Pregnancy or prenatal care. Any period of incapacity due to pregnancy, or for prenatal care.

- (3) Chronic conditions. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
- a. Requires periodic visits (defined as at least twice a year) for treatment by a health care provider, or by a nurse under direct supervision of a health care provider;
  - b. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
  - c. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
- (4) Permanent or long-term due to a condition for which treatment may not be effective. The associate or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
- (5) Conditions requiring multiple treatments. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, for:
- a. Restorative surgery after an accident or other injury; or
  - b. A condition that would likely result in a period of incapacity for more than three consecutive full calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).
- (6) Absences attributable to incapacity under paragraphs (2) or (3) of this definition qualify for FMLA leave even though the associate or the covered family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three consecutive full calendar days. For example, an associate with asthma may be unable to report for work due to the onset of an asthma attack or because the associate's health care provider has advised the associate to stay home when the pollen count exceeds a certain level. An associate who is pregnant may be unable to work because of severe morning sickness.
- (7) In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), Serious Health Condition means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.
- (8) In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) means a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the

Armed Forces) and that manifested itself before or after the member became a veteran.

## **Safety and Compliance**

### **Employment Requirements**

As a condition of employment, the employer is allowed to take a specimen of the associate's hair, urine, or blood and submit it for pre-employment, random, or reasonable suspicion drug test screen. All new hires will also be required to undergo a background check and TB testing if working in direct patient care. According to the Texas Department of State Health Services, "Part-time, temporary, contract, and full-time Health care workers (HCWs) should be included in TB screening programs. All HCWs who have duties that involve face-to-face contact with patients with suspected or confirmed TB disease (including transport staff) should be included in a TB screening program".

### **Job Descriptions**

MD Billing attempts to maintain a job description for each position. Associate job descriptions can be found in the documents section of your online Paycom portal. Job descriptions prepared by MD Billing serve as an outline only. Due to the needs of business, you may be required to perform job duties not within your written job description. Furthermore, the Company may have to revise, add to, or delete from your job duties according to company needs. On occasion, the Company may need to revise job descriptions with or without advance notice to the associate.

If you have any questions regarding your job description, or the scope of your duties, please speak with your supervisor or Human Resources.

### **Mandatory Training**

All associates including the directors/managers are required to attend mandatory safety and compliance trainings. These trainings have been designed for the associates to have proper knowledge of the safety and compliance laws at the workplace. The human resources department will coordinate with all associates and supervisors on a regular basis in order to conduct these trainings. The trainings are web-based and provided to each associate. The associates are expected to pay close attention to these trainings and are expected to learn their rights and responsibilities at the workplace.

### **Mandatory Certification and Licensure Requirements**

It is the sole responsibility of the associate(s) to keep their licensure and certification such as Nurse Practitioner/Registered Nurse/Licensed Vocational Nurse/Certified Hyperbaric Technician/Medical Assistant and any others that apply updated, including updated Basic Life Support (BLS) and Cardiopulmonary Resuscitation (CPR) cards. If the associate is using their personal vehicle or a co-worker's vehicle during work hours, they are required to have a valid driver's license and adequate auto insurance.

Associates found in violation of the aforementioned certification and licensure requirements (including driver's license and auto insurance requirements) will face disciplinary action up to and including termination from employment.

## **Safety Policy Statement**

It is the policy of this Company to provide our associates with a safe workplace, safety equipment, and the proper materials to complete assignments safely. It is also the policy of this Company to insist that each associate perform their work assignment safely. All associates are expected to use safe work methods and practices at all times. It is the policy of this Company to enforce safety standards established by the Occupational Safety and Health Act (OSHA), the host facility and any other governing authority.

Associates have the right to expect to be provided with a safe workplace, and associates have the right to be provided with proper and safe equipment. Maintaining a safe workplace, associate use of proper and safe equipment, and associate adherence to safe work practices and procedures will eliminate or control hazards to life and health. It is the responsibility of associates to observe all Safety Policies and Procedures established by this Company. It is also the responsibility of an associate to report any hazardous condition or unsafe conduct to their supervisor.

This Company will:

- Assign a competent person as Safety Director /Officer from within the staff
- Conduct workplace safety training for associates

## **Summary**

This Company will do all that is reasonably possible to protect our associates from injury, prevent property damage, and prevent harm to our clients and the public.

## **General Safety Rules**

- In case of emergency, please **call 911** immediately.
- Immediately report all unsafe acts or conditions to your supervisor.
- Immediately report all accidents, incidents, or injuries to your supervisor.
- Cooperate fully with any investigator of an accident or incident.
- Operate only the equipment assigned to you and only that equipment for which you have been trained to operate.
- Never service or repair any moving or running equipment.
- Before dismounting, always let the equipment come to a complete stop, engage all safety devices such as emergency brake, gear shift lock, boom lock, etc.
- Always use the equipment's seat belts.
- Never disable or alter equipment safety devices.
- Immediately report unsafe tools, frayed electrical cords, or unguarded equipment to your supervisor.
- Always wear the personal protective equipment provided.
- Horseplay and fighting are prohibited.
- Abuse of prescription or non-prescription drugs is prohibited.
- Use or possession of illegal drugs is prohibited.
- Sale or purchase of illegal drugs or intoxicants is prohibited.
- Arrival at the workplace while under the influence of drugs or intoxicants is prohibited.

All associates have a safety responsibility to themselves and to their fellow workers. The above-listed safety rules will be strictly enforced. Violations of these rules can result in disciplinary action up to and including termination of employment.

## **Emergency Procedures**

Reporting Procedures – In case of incidents requiring emergency medical attention to associates or persons outside the company (including contractors, visitors, or the public) **CALL 911**. A personal

injury report must be completed and signed by a supervisor before the end of the shift for any injury occurring on these premises. Should the associate not be able to complete the personal injury report, the associate's supervisor should complete the report and note the associate was not available for signature.

Protection of Property – In case of incidents resulting in major fires, explosions or casualty losses, with or without injury, **CALL 911**.

**Notify supervisor and / or management immediately in any fire or medical emergency situation.**

**Medical Emergency for Injured Associates (non-fatal or non-life threatening):**

- Notify the supervisor immediately.
- Provide first aid only if trained and certified to do so

If not certified in first aid, do not attempt to move an injured person

**In Case of Injury**

Injuries which are life threatening, such as stopped breathing, spurting blood, unconsciousness, broken bones, or other severe trauma require immediate assistance. Call 911 immediately and stay on the line to give the operator the necessary information. Unless you have been trained and certified in First Aid or CPR, any actions you take may be more harmful than helpful to the victim. Do not move the victim unless there are other events threatening their life and yours, such as fire or possible explosion.

**First Aid Kits**

First Aid Kits are located within the clinic. Supplies in these kits are to be used only for self-treatment of minor cuts, minor burns and abrasions unless you are trained and certified in first aid.

**Fire Emergency Procedures**

- An associate spotting a fire should:
- Activate the fire alarm and alert other personnel in the area.
- Call 911.
- Leave the area quickly, closing doors behind you to help contain the fire and smoke.
- Go to the nearest exit that is not blocked by fire.
- Crawl low, near the floor under the smoke. Test doors before you open them by feeling the doorknob and the space between the door and frame as high as you can reach with the back of your hand.
- Follow directions from fire and security personnel.
- Wait in a secure area away from the fire location until directed otherwise by the supervisor, fire department, or police department personnel.

**Fire Prevention and Controls**

- Work areas shall be kept clean and orderly at all times. Good housekeeping prevents creation of fire hazards and injuries caused by trip hazards, protruding nails, broken glass, and other loose debris.
- Use refuse can for trash and NEVER for disposal of smoking materials.
- Do not allow scrap materials or rubbish to accumulate in the work area.
- Floors shall be kept free of dangerous projections or obstructions and shall be maintained reasonably free of oil, grease, water or debris.
- Where operations produce slippery conditions, mats shall be used to reduce the hazard of slipping.
- Materials and supplies shall be stored in an orderly manner.
- Keep aisles and walkways clear and unobstructed.
- Flammable liquids and solvents shall be kept in a proper container and securely covered except when in actual use.
- Containers shall be labeled with the name of the product, and the hazard classification.

- Do not put anything into an unlabeled container.
- Smoking is allowed only in designated areas outside any company building. In keeping with the company's intent to provide a healthful work environment, smoking is prohibited throughout the workplace.
- Fire extinguishers shall be maintained in a fully charged and operable condition and kept in the designated places at all times when not being used.

### **Hazardous Chemicals and Your Right to Know**

Associates must comply with all Occupational Safety and Health Act's standards and regulations established by the Occupational Safety and Health Act of 1970 and regulations which have been added to this Act in recent years by both States and Federal governments. If you believe that you are being exposed to a known or suspected hazard when working with toxic chemicals or substances, you have a right to know about such hazards through Material Safety Data Sheets (MSDS). Ask your supervisor to review the MSDS with you.

### **Safety Enforcement**

The following disciplinary actions will be taken whenever an associate violates a safety rule, a safety policy, or safety procedure:

**FIRST OFFENSE:** A verbal warning will be issued to the associate.

**SECOND OFFENSE:** A subsequent offense of a safety violation will result in a written warning

Disciplinary actions, which may be taken, include but are not limited to:

Suspension without pay for up to three (3) days; or  
Termination

**THIRD OFFENSE:** A third violation of a safety rule, a safety policy, or procedure may result in immediate termination.

The company may utilize the aforementioned procedure to follow the disciplinary process, but it does not have to follow the sequence described above.

The associate's supervisor will document all offenses. Documentation of an associate's violation of a safety rule, policy, or procedure will be maintained in the associate's personnel file. Any person who violates a safety rule, policy, or procedure that results in personal injury or subjects others to physical harm may be immediately terminated.

### **On-Site Safety Visits**

Hazard Identification Surveys will be conducted randomly by:

- The Safety Director/Officer from within the staff.
- A Member of Management

Designated persons conducting Hazard Identification Surveys have the responsibility and authority to take immediate corrective action. Designated persons have the authority to stop all operations until corrective action has been completed.

### **Hazard Identification Survey Objectives:**

- Control or eliminate workplace hazards
- Collect information as source data to complete a Hazard Recognition Analysis
- Acknowledge those who observe safe work practices
- Identify those who do not observe safe work practices and suggest corrective action

- Identify safety violations
- Correct unsafe conduct or unsafe conditions
- Individuals conducting on-site hazard recognition surveys will complete a written report detailing their findings.
- The report will be maintained on file in the Company's HR office

### **Associate Injury and Claims Reporting**

Listed below are the steps to follow when filing an injury claim and returning to work after rehabilitation from an injury:

#### **Associate Responsibilities**

- Report on the job injuries immediately to your supervisor
- Complete injury report
- Notify your supervisor of the kind of treatment you are to receive for your injury and where the treatment will be performed, you also should notify your supervisor when you anticipate returning to work
- You should notify the human resources department of the course of treatment you are required to undergo
- You should expect a call from your human resources representative and a workers compensation representative once a week, during your rehabilitation period, to assist you in your efforts to return to work and receive rehabilitation at the proper facility by approved medical providers
- When you have completed your rehabilitation and your doctor has released you to return to work, you must report no later than the next workday to your supervisor for your work assignment. You must bring a written release from your treating physician stating that you are released to return and the restrictions, if any. You will not be allowed to return to work without a written release.

#### **Supervisor Responsibilities**

- Conduct incident and accident investigations
- Report findings, conclusions, and recommendations for corrective action or disciplinary action to management
- Document the investigations
- Forward a copy of incident or accident report to the human resource department

### **Return to Work Policy**

MD Billing is committed to providing a safe workplace for our associates. Preventing work related injuries or illness is our primary goal. We are committed to utilizing our resources to provide a safe work environment for everyone. We are also committed to providing prompt, quality medical care and returning injured workers to productive employment as soon as possible. Our return-to-work program provides opportunities for an associate, who is injured on the job, to return to work at full duty. If the associate is not physically capable of returning to full duty, we will make every effort to provide a modified transitional work position until the associate is able to resume normal duties. All our modified work is temporary and intended to facilitate a return to regular work duties when medically feasible. These positions may be offered at any location, any department, or shift that MD Billing can accommodate.

An associate who is injured at work must immediately report the incident to their supervisor or call the human resources department.

**Supervisors are required to:**

- Complete an incident/accident/injury investigation report and email it to HR immediately.
- The supervisor should talk to the injured worker on the day of injury and weekly, until the associate returns to work, to provide assistance.
- Associates who return to service after recovering from a workplace injury may be required to submit to drug testing. At that point, if their drug test result is positive, they may be terminated immediately.
- Following the associate's return to work, the supervisor should periodically monitor the associate's progress to make sure restrictions are being followed carefully. The supervisor shall make every effort to provide an appropriate alternative productive work assignment that meets the physical and medical restrictions placed on the injured worker.

**Associate Responsibilities:**

- Know the employer's safety and return to work policies and procedures, which are outlined in your associate handbook.
- Follow all safety procedures, as reviewed by your supervisor.
- Report any injury immediately to your supervisor.
- If medical attention is necessary, inform the treating doctor that alternative work may be available to accommodate your physical abilities.
- If your doctor restricts you from working, notify your supervisor immediately.
- When your doctor releases you to return to work, report to work on the next regular shift.
- If your doctor orders medical restrictions, discuss return to work opportunities with your supervisor.
- Follow your doctor's orders and restrictions at home and at work.

**Medical Treatment of Associates**

Any care provided by an associate to another associate must fall within the parameters of acceptable activities listed in an associate's contract or employment agreement. Care provided should be in the same manner as that provided to any other person or patient seeking care, similar care such as providing consent to treat and bill for services rendered and documentation must be completed in the medical record of in order for the medical care to be covered under MD Billing' liability carrier. Any medical treatment of one associate by another associate outside of these circumstances must be approved by a member of the executive team and made part of the associate's personnel record. Treatment would include not only direct care or recommendations, it encompasses prescriptions or referrals to another provider as well.

**Health Insurance Portability & Accountability Act HIPAA**

Under HIPAA, patients have significant rights to understand and control how their health information is used, including:

- A clear, written explanation of how the covered entity may use and disclose their health care information.
- Ability to see and get copies of their records, and request amendment.
- MD Billing entities and partners are required to obtain patient authorization for non-routine disclosures and non-health care purposes. Patients have the right to request restriction on the use and disclosure of their information.
- People will have the right to file a formal complaint with MD Billing or with Department of Health and Human Services about violations of the provisions of this rule or the policies and procedures of the covered entity.

With few exceptions, an individual's health information may only be used for health care purposes.



## **PROCEDURE**

### **Violation**

Violations of Federal and State laws concerning HIPAA can result in significant criminal and civil penalties for MD Billing, partners and associates, including imprisonment, fines, penalties, and damages. Associates who are found in violation of HIPAA may be subject to corrective action up to and including termination. An employee who utilizes MD Billing medical records to obtain private health information on themselves and/or their family members may be violating HIPAA. If an employee needs access to theirs or their family member's medical record, the employee must request through the Medical Records department.

### **Reporting Potential or Suspected Violations**

All employees have an ongoing obligation to report concerns about compliance with HIPAA. In no event shall any individual who reports a concern be subject to any retribution or retaliation related to a report which they reasonably believed to be true and offered in good faith. Confidentiality shall apply to the report and to the person making the report, though investigation of the report may necessitate reasonable disclosure on a "need-to-know" basis. Questions regarding a potential or suspected violation should first be reported to the immediate supervisor. If it is felt that the matter cannot be discussed with the immediate supervisor, the associate may contact the company compliance officer.

### **Protection of Property**

Every associate is responsible for helping to make MD Billing a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or other similar devices to your supervisor immediately. You should refrain from discussing with non-associates specifics regarding Company security systems, alarms, passwords, etc.

We also request that you immediately advise your supervisor of any known or potential security risks and/or suspicious conduct of associates, customers, or guests of the Company. Safety and security is the responsibility of every associate and we rely on you to help us keep our premises secure.

### **Intellectual Property**

#### **Confidentiality**

The Company will not release information on associates without the proper release as required by law. We will maintain personal information and client company information in strict confidence. Associates' spouses and friends may not obtain information concerning health conditions, payroll, or other personal information without the associate signing the proper release documents. An associate found to be sharing confidential company information with other associates or outside of the company will be considered a violation and disciplinary action up to and including termination from employment could result.

#### **Associate Inventions**

Any associate invention created, in whole or in part, during an associate's work hours, or from the use of the Company's equipment or facilities, is a "work for hire" and the property of the Company.

Any associate who intends to develop and maintain property rights in any invention, which relates in any way to the Company's products or services, is required to obtain a written waiver of this policy, signed by both the associate and Chief Executive Officer.

#### **Confidentiality and Non-Disclosure of Trade Secrets**

As a condition of employment, Company associates are required to protect the confidentiality of Company trade secrets, proprietary information, and confidential Company-related commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.). Access to this information should be

limited to a “need to know” basis and should not be used for personal benefit, disclosed, or released without prior authorization from a supervisor. Any associate who has information that leads them to suspect that an associate or competitor is obtaining such information is required to inform their supervisor or Human Resources.

Violation of this policy may result in the discipline or termination of any associate, as well as subject the associate to civil liability.

### **Products and Services Knowledge**

As an associate of MD Billing, you are expected to be familiar with the products and services we offer. Take every opportunity to learn the interrelationship between your department or division and the others of the Company. We consider our associates to be the best reflection of our business brand and company success.

### **Telephone Use**

Our phones are principally used for work-related communications. Unless there is an emergency, associates are required to limit telephone calls to business purposes only. Associates should limit personal use of the telephone to brief communications during rest periods when possible. Casual conversation with friends and relatives during working hours is strongly discouraged, including conversations taking place on personal cell phones. Telephone use is subject to the Voicemail/Email/Internet Usage Policy.

### **Mail Use**

Associates are required to limit usage of the company’s mail service to business purposes only. You may not use the Company address to receive personal mail. Do not use the Company postage meter for your personal mail. If you notice any suspicious packages or envelopes, please report this to Human Resources immediately.

### **Company-Provided Mobile Device Policy**

The purpose of this policy is to provide guidance to departments and associates regarding eligibility for Company-provided cell phones and plans and the appropriate use of the phone and plan.

An associate must have a legitimate business need for a cell phone/mobile device and the issuance of same to the associate must be approved by the associate’s supervisor. The typical, legitimate reasons why an associate may need a cell phone/mobile device include frequent traveler needs or when the associate is a member of key personnel who must be immediately reachable in the event of an emergency.

When the cell phone/mobile device is used for personal reasons and the activity results in additional cost to the Company, the individual is responsible for the cost of that usage, including all applicable taxes. The associate should make note of personal calls and reimburse the Company after review of the monthly call detail.

If the cell phone/mobile device has a flat rate airtime/data plan, the user is responsible for reimbursing the Company when personal activities cause the plan threshold to be exceeded. The associate, with concurrence of an authorized signer on the account, should determine the amount of personal use that caused the usage to exceed the plan and reimburse the Company for that amount plus all applicable taxes.

The company owns and remains entitled to all cell phone/mobile devices, including all passwords controlling access to them. You may not change those passwords except with permission. At the time of employment termination, all such equipment and passwords must be returned to the company in operable condition.

## **Personal Mobile Device Use**

While MD Billing permits associates to bring personal cell phones and other mobile devices (i.e. smart phones, PDAs, tablets, laptops) into the workplace, associates must not permit the use of such devices to interfere with their job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of associate productivity. As a result, associates should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, associates should use their devices in a manner that is courteous to those around them. Outside of nonworking time, use of such devices should be kept at a minimum and limited to emergency use only. Associates with devices that have a camera and/or audio/video recording capability are restricted from using those functions on Company property unless authorized in advance by management or used in a manner consistent with the rights of associates to engage in concerted activity.

Associates are expected to comply with Company policies regarding the protection of the employer's confidential and proprietary information when using personal devices.

Associates may have the opportunity to use their personal devices for work purposes. Before using a personal device for work-related purposes, an associate must obtain written authorization from their supervisor. The use of personal devices is limited to certain associates and may be limited based on compatibility of technology. Associates authorized to use a personal device will receive a monthly stipend based on the estimated use of the device. If an associate obtains or currently has a plan that exceeds the monthly stipend, MD Billing will not be liable for the cost difference.

Nothing in this policy is intended to prevent associates from engaging in protected concerted activity under the NLRA.

Violation of this policy will subject an associate to disciplinary action up to and including termination of employment.

## **Voicemail, Email, and Internet Policy**

Inappropriate use of corporate systems exposes the Company to risk, it is important to specify exactly what is permitted and what is prohibited. The purpose of this policy is to detail the acceptable use of corporate information technology resources for the protection of all parties involved.

The scope of this policy includes any and all use of corporate information resources, including but not limited to company assigned voicemail access, computer systems, email, the network, and the corporate Internet connection.

Policies

### **Network Access**

As the user will be given access to the corporate network, Internet, and other IT resources, the Company expects the user to use these resources in a responsible manner.

The user must make a concerted effort to avoid accessing network data, files, and information that are not directly related to his or her job function. Existence of access capabilities does not imply permission to use this access.

### **Web Browsing and Internet Usage**

The Internet is a network of interconnected computers of which the Company has very little control. The user must recognize this when using the Internet and understand that it is a public domain and they can come into contact with information, even inadvertently, that they may find offensive, sexually explicit, or inappropriate, or that may be illegal in some jurisdictions. The user must use the Internet at his or her own risk. The Company is specifically not responsible for any information that the user views, reads, or downloads from the Internet.

**Personal Use**

The Company recognizes that the Internet can be a tool that is useful for both personal and professional purposes. Personal usage of company computer systems to access the Internet is permitted as long as such usage follows pertinent guidelines elsewhere in this document and does not have a detrimental effect on the Company or on the user's job performance.

**Peer-to-Peer File Sharing**

Peer-to-Peer (P2P) file sharing/networking is not allowed on the corporate network under any circumstance.

**Streaming Media**

Streaming media can use a great deal of network resources and thus must be used carefully. Reasonable use of streaming media is permitted as long as it does not negatively impact the computer network or the user's job performance. Streaming services such as Netflix, Hulu, or other entertainment services are not to be used.

**Blogging**

Blogging by the Company's associates is subject to the terms of this policy, whether performed from the corporate network, personal systems, or other external systems. The user is asked to recognize that information posted on a blog immediately becomes public information and thus to exercise extreme discretion in the type of information posted. In no blog or website, including blogs or sites published from personal or public systems, shall internal company business matters be discussed, confidential data released, or material detrimental to the Company published.

As long as company policies, as specified herein, are followed, the Company allows the publishing and use of blogs. However, when done from the corporate network or during business hours, blogging must either A) be business related, or B) consume no more than a trivial amount of the user's time and network resources. The user assumes all risks associated with blogging.

**Instant Messaging**

The user should recognize that instant messaging technology, unless specific encryption measures are taken, is an insecure medium and should take any necessary steps to follow guidelines on disclosure of confidential data. Unencrypted confidential data must never be sent via instant messaging technologies.

**Bandwidth Usage**

Excessive use of company bandwidth or other computer resources, where not required by job function, is not permitted. Large file downloads or other bandwidth-intensive tasks that may degrade network capacity or performance must be performed during times of low company-wide bandwidth usage, such as after regular business hours. The Company may restrict bandwidth for certain services deemed non-critical to company operations, or as it sees fit to preserve network functionality.

**Unacceptable Use**

The following actions shall constitute unacceptable use of the corporate network. This section is not exhaustive but is included to provide a frame of reference for types of activities that are deemed unacceptable.

**Prohibited Actions**

The user may not use the corporate network and/or systems to:

- Engage in activity that is illegal under local, state, federal, or international law (see section "Use for Illegal Activities" for more information).
- Engage in any activities that may cause embarrassment, loss of reputation, or other harm to

the Company.

- View, access, download, store, or distribute violent, pornographic, obscene, lewd, or offensive material.
- Disseminate defamatory, discriminatory, vilifying, sexist, racist, abusive, rude, annoying, insulting, threatening, obscene or otherwise inappropriate messages or media.
- Engage in activities that cause an invasion of privacy.
- Engage in activities that cause disruption to the workplace environment or create a hostile workplace.
- Make fraudulent offers for products or services.
- Reveal personal or network usernames or passwords to others, including coworkers, family, friends, or other members of the household when working from home or remote locations.

### **Circumvention of Security**

Using company-owned or company-provided computer systems to circumvent any security systems, authentication systems, user-based systems, or the escalation of privileges is expressly prohibited. Knowingly taking any actions to bypass or circumvent company security systems is expressly prohibited. This includes disabling or tampering with any company supplied security software, such as antivirus/anti - malware software, firewall software, or remote access software.

### **Use for Illegal Activities**

- No company-owned or company-provided computer systems may be used for activities that are considered illegal under local, state, federal, or international law. Such actions may include, but are not limited to, the following:
- Unauthorized Port Scanning.
- Unauthorized Network Hacking, including: packet sniffing, port scanning, packet spoofing, denial of service (DoS), wireless hacking.
- Any act that may be considered an attempt to gain unauthorized access to or escalate privileges on a computer or other electronicsystem.
- Acts of Terrorism.
- Cybercrime, extortion, or Identity Theft.
  - Downloading, storing, or distributing any material prohibited by law.
  - Downloading, installing, or distributing unlicensed or "pirated" software.
  - Sending unsolicited bulk email or other messages deemed illegal under applicable regulations.

Where illegal activities are discovered, the Company will take all necessary steps to report the activities to the relevant authorities and will cooperate with any resulting prosecution.

### **Monitoring and Privacy**

Users should expect no privacy when using the corporate network or company resources. Such use may include but is not limited to: transmission and storage of files, data, and messages. The Company reserves the right to monitor any and all use of the computer network. To ensure compliance with company policies this may include the interception and review of any emails, or other messages sent or received; inspection of data stored on personal file directories, hard disks, and removable media; and monitoring of Internet/network/computer usage.

### **Responsible Computer and Network Use**

The Company expects users to use the network responsibly. Personal usage of company computer systems is permitted as long as such usage follows pertinent guidelines elsewhere in this document and does not have a detrimental effect on the Company or on the user's job performance.

### **Non-Company-Owned Equipment**

Non-company-provided computer equipment is prohibited from being connected to the Company's network without prior authorization. Any personal computer equipment that access company resources must meet company security standards for endpoint security and data encryption. Examples of this are: laptops, notebooks, tablet computers, smartphones, etc.

### **Removable Media**

Personal (non-company-owned) storage devices represent a serious threat to data security and are expressly prohibited from being connected to the Company's network. Examples of this are: USB drives, flash storage, media players, etc.

Storage media supplied by the Company is allowed, however guidelines on confidential/ePHI, such as those found in the Confidential Data and Mobile Device Policies, must be strictly followed.

### **Software Installation**

Installation of non-company-supplied software applications is prohibited. Numerous security threats can masquerade as innocuous software - malware, spyware, and Trojans can all be installed inadvertently through games or other programs. Alternatively, software can cause conflicts or have a negative impact on system performance.

### **Email Usage**

The Company provides work email for all users that require it. All email sent or received using company email is company property. The following guidelines apply to email usage:

Email is not inherently secure and no PHI or highly confidential data should be sent via email unless using an encrypted email solution.

Email can be setup on a personal device (cell phone, personal laptop, etc.), however the company reserves the right to remotely wipe that device if employment is terminated and it cannot be verified that all company email and data was removed from the device.

### **Social Media Policy**

At MD Billing, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the Company, you are expected to follow our guidelines for appropriate use of social media. This policy applies to all associates who work for the Company.

#### **Guidelines**

For purposes of this policy, social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the Company, as well as any other form of electronic communication.

Company principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate on social media. You may be personally responsible for any litigation that may arise should you make unlawful, defamatory, slanderous, or libelous statements against any customer, manager, owner, or associate of the company.

#### **Know and Follow the Rules**

Ensure your postings are consistent with these guidelines. Postings that include unlawful, discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

#### **Be Respectful**

The Company cannot force or mandate respectful and courteous activity by associates on social media during non-working time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or

slandorous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or company policy. Your personal posts and social media activity should not reflect upon or refer to the Company.

### **Maintain Accuracy and Confidentiality**

When posting information:

- Maintain the confidentiality of Company trade secrets, intellectual property, and confidential Company-related commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.).
- Do not create a link from your personal blog, website, or other social networking site to a Company website that identifies you as speaking on behalf of the Company.
- Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, do not represent yourself as speaking on the Company's behalf. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

### **Using Social Media at Work**

Do not use social media while on your work time, unless it is work related as authorized by your manager or consistent with policies that cover Company-owned equipment.

### **Media Contacts**

If you are not authorized to speak on behalf of the Company, do not speak to the media on the Company's behalf. Direct all media inquiries for official Company responses to Human Resources.

### **Retaliation and Associate Rights**

Retaliation or any other negative action is prohibited against an associate who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Any associate who retaliates against another associate for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent associate communications regarding wages, hours, or other terms and conditions of employment, or to restrain associates in exercising any other right protected by law. Associates have the right to engage in or refrain from such activities.

## **Password Policy and Requirements**

### **Password Construction**

The best security against a password incident is simple: follow a sound password construction strategy. The organization mandates that users adhere to the following guidelines on password construction:

- Passwords must be at least 12 characters.
- Passwords must be comprised of a mix of upper- and lower-case characters.
- Passwords must not be single words that can be found in a dictionary (passphrases are ok).
- Passwords must not be comprised of an obvious keyboard sequence (i.e., qwerty)
- Passwords must not include "guessable" data such as personal information about yourself, your spouse, your pet, your children, birthdays, addresses, phone numbers, locations, etc.
- Ideally, place yourself in a well-known area (your office, living room, etc) and pick 4 unrelated, random objects. That's your password. By using a familiar space, you can easily place yourself back in the situation and recall what you picked, making your password easy to remember.

## **Confidentiality**

Passwords are considered confidential data and treated with the same discretion as any of the organization's proprietary information. The following guidelines apply to the confidentiality of organization passwords:

- Users must not disclose their passwords to anyone.
- Users must not share their passwords with others (co-workers, supervisors, family, etc.).
- Users must not write down their passwords and leave them unsecured.
- Users must not check the "save password" box when authenticating to applications.
- Users must not use the same password for different systems and/or accounts.
- Users must not send passwords via email.
- Users must not re-use passwords.

## **Change Frequency**

To maintain good security, passwords must be periodically changed. This limits the damage an attacker can do as well as helps to frustrate and slow brute force attempts. At a minimum, users must change passwords every 360 days. The organization may use software that enforces this policy by expiring users' passwords after this time period. When selecting a new password, users must not select a password that is substantially the same as, or similar to, the previous password.

## **Computer Security and Copying of Software**

Software programs purchased and provided by the Company are to be used only for creating, researching, and processing Company-related materials. By using the Company's hardware, software, and networking systems, you assume personal responsibility for their use and agree to comply with this policy and other applicable Company policies, as well as city, state, and federal laws and regulations.

All software acquired for, or on behalf of, the Company or developed by Company associates or contract personnel on behalf of the Company is and shall be deemed Company property. It is the policy of the Company to respect all computer software rights and to adhere to the terms of all software licenses to which the Company is a party. The Director of Information Technology is responsible for enforcing these guidelines.

Company users may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject users and/or the Company to both civil and criminal penalties under the United States Copyright Act. To purchase software, users must obtain the approval of their manager. All software acquired by the company must be purchased through the Information Technology Department.

Users may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. Company users may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the Company.

## **Privacy and Right to Inspect**

Company property, including but not limited to, lockers, phones, computers, tablets, desks, workplace areas, vehicles, or machinery, remains under the control of the Company and is subject to inspection at any time without notice to the associate and without the associate's presence. Associates should have no expectation of privacy in any of these areas. We assume no responsibility for the loss or damage to any associate property maintained on Company premises, including items kept in lockers and desks.

Any Company provided workspace, including offices, lockers, or cubicles for the personal possessions of its associates should be maintained in a clean and sanitary condition. As part of the associate's privilege for use of these accommodations, associates must agree to allow the Company to inspect or otherwise gain access to its contents at any time, with or without notice to the associate, and without



the associate's presence.

### **Vehicles, Equipment, Tools, or Uniforms on Loan**

You are responsible for safekeeping of equipment, tools, or uniforms that are furnished to you. Your supervisor may require a deposit. When your employment with the Company is terminated, voluntarily or involuntarily, you must return equipment, tools, or uniforms that were loaned to you. This policy permits your worksite employer to recover the cost of such items when they are furnished without a deposit and not returned upon termination of employment.

Method of repayment will be in compliance with the Wage and Hour Division regulations under the Fair Labor Standards Act (FLSA). You may be asked to sign a payroll withholding authorization form to reimburse your worksite employer for missing items. The funds may be withheld from your final paycheck.

### **Off-Duty Use of Company Property or Premises**

Associates may not use Company property for personal use during working time. Associates are responsible for returning Company property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes using copy machines, computers, Company products, or office supplies for personal use without prior authorization.

It is the policy of the Company to control off duty and non-working hour use of Company facilities either for business or personal reasons. Associates are prohibited from using Company facilities during off duty or non-working hours without the written consent of their supervisor. Associates using Company facilities during off-duty hours or non-Company hours may be required to sign a log-in and log-out sheet maintained by the Company or building manager.

### **Driving Policy**

MDB will strictly enforce the policies governing the use of personal and company-owned vehicles used while on company time to ensure that associates have the proper credentials to drive any vehicle on company time, to authorize specific associates the use of company-owned vehicles and the rules and policies that will apply for those associates, to ensure that vehicle accidents and property damage are reported correctly and to address parking issues. All associates designated as Authorized Driver and all associates who are directed by a supervisor to drive while on company time.

#### **Driver's License**

A valid state driver's license must be fully in force any time an associate drives any vehicle (personal or company) while on company time as required by state law.

The temporary suspension or total revocation of the driver's license by any government authority must be reported to the Human Resources Department immediately.

Driving while on company time without a valid driver's license is a violation of company policy and is considered misconduct.

#### **Insurance Coverage**

Personal vehicle liability insurance coverage is required of all drivers, regardless of whether the vehicle is personally, or company owned. The insurance must be fully in force at all times as required by state law. Driving on company time without valid insurance coverage is a violation of company policy and considered misconduct.

Proof of current insurance must be kept on file at all times. Each associate has a limited amount of

time to respond to the requests for proof of insurance before driving privileges on company time will be suspended.

Driving without current proof of insurance on file is not allowed and can result in suspension of driving privileges. Associates who cannot perform job duties without the use of driving privileges may be subject to termination if not corrected.

### **Authorized Drivers**

The Human Resources Department will maintain the list of all Authorized Drivers.

Authorized Drivers are determined to be those associates whose job duties require that they travel frequently between MDB locations and other third-party sites in the course of carrying out company-related business.

Authorized Drivers will undergo training on an annual basis, and periodically, as deemed necessary to satisfy safety requirements of the company. Training will comply with changing state laws and insurance requirements.

Authorized Drivers qualify for mileage reimbursement.

Authorized Drivers who experience a change in their mode of transportation, which could negatively affect their ability to perform work duties, OR who may no longer be in compliance with policies, are required to report these changes to the Human Resources Department.

### **Personal Vehicles**

Associates are responsible for the maintenance and care of their personal vehicles. Use of their vehicles to transport company property should be done with caution as any related damage is the responsibility of the associate.

Theft of damage of any type to an associate's vehicle, vehicle used in the course doing company business, is the sole responsibility of the associate.

Personal vehicle accidents are the sole responsibility of the associate and not MDB. It is expected that associates will take all precautions when driving, loading and unloading, and while parking.

Associates are financially responsible for all moving and non-moving violations in their personal vehicle.

### **Company-Owned Vehicles**

Only authorized associates may drive company-owned vehicles.

Authorized Drivers of company vehicles will comply with all State driving laws and adhere to policies regarding the use of company assets.

- The following rules apply to authorized drivers of company-owned vehicles:
- Personal use of company-owned vehicle is NOT allowed. Examples included: providing rides to others, making personal deliveries and running personal errands.
- No passengers, other than for legitimate business purposes, shall be allowed to ride in company vehicles. Associates who are passengers are limited to those who are Authorized Drivers OR who have a legitimate reason to ride as a passenger to carry out company business.
- Under no circumstances shall any passenger be allowed to ride in the bed of trucks, the rear section of vans, on vehicle fenders or in any other unsafe manner, including any areas where a restraint device is unavailable.
- Seat belt use is required for everyone at all times when the vehicle is in motion.
- Smoking in company-owned vehicles IS NOT permitted.

- Company-owned vehicles should never be left unlocked at any time which includes exiting the vehicle to make deliveries or to handle other company business.
- All drivers are responsible for the safekeeping of vehicle keys provided to them and will pay the replacement cost if lost or stolen.
- All drivers are responsible for the safekeeping of company-provided gasoline credit cards. Drivers are obligated to immediately report lost or stolen card to a Supervisor. Failure to do so may result in disciplinary action.
- All drivers are responsible for keeping the interior and exterior of vehicles neat and clean while in their use.
- All drivers are always expected to employ safe driving practices and to be alert.

### **Special Equipment in Company-Owned Vehicles**

Due to safety, efficiency and other business purposes, the Company may use GPS technology to monitor the whereabouts of vehicles at all times; associates will be notified of such monitoring.

### **Cell Phone Usage is Limited to Hands-free Usage ONLY**

Cell phone use is prohibited while driving on company time except by use of a hands-free device in either their personal or company vehicle.

Associates should make necessary calls before or after driving if a hands-free device is not available for use.

### **Motorcycles/Scooters will not be used as Transportation on Company Time**

Motorcycles or scooters may be driven to and from work; however, this mode of transportation MAY NOT be used while on company time.

Associates whose only mode of transportation is a motorcycle or scooter may not be an Authorized Driver.

### **Parking Policy**

MDB reserves the right to designate areas for associate parking on or off premises that, in its discretion, provides an adequate number of spaces for this purpose.

### **Mileage Reimbursement**

If an associate drives a company-owned vehicle, compensable time for the day will begin at the location where the designated vehicle is picked up.

If the company-owned vehicle is unavailable due to repair needs, or is issued to another driver for some reason, then the associate will drive their own vehicle and qualify for mileage reimbursement.

### **Reporting Moving Violations (on either job or personal time)**

Associates authorized to drive either a company vehicle or their personal vehicle while on company time are required to report the following situations to the Human Resources department:

Any moving violation or accident for which a police report is filed, whether it occurs on the job or on personal time. This includes, but is not limited to the following:

- Speeding violations
- DUI citations/arrests
- Vehicle accidents
- Suspension or cancellation (temporary or permanent) of a driver's license.
- Cancellation of vehicle liability insurance coverage, which is required by state law.

Any of these situations will necessitate a review of the circumstances surrounding the violations and/or accident. Depending on a variety of factors, this may result in non-action or a written warning. In extreme cases, however, it might result in revocation of driving privileges while on company time. A

revocation of driving privileges, depending on the specific job, could lead to disciplinary action up to and including termination.

Failure to report any moving violations or accident, suspension or cancellation within five (5) days may lead to disciplinary action up to and including termination.

#### Procedure to Follow for Vehicle Accidents/Property Damage (on the job)

##### Company-Owned Vehicle

- Call direct supervisor and to report accident/damage. Take photos of the accident/damage or have your supervisor do it when they arrive.
- Call the police and report the accident/property damage.
- Obtain names, addresses, phone number, vehicle identification number, license plate number, insurance information and driver license information of individuals involved.
- Lock vehicle and leave at scene; or vehicle may be towed.
- Supervisor will take associate to closest Occupation clinic as soon as possible for:
- Drug test (10-panel rapid)
- Breath alcohol test
- Physical exam by medical provider
- Completion of Incident/Accident/Injury Report
- Associate will not drive on the clock until results of drug test are received as negative
- Associate will return to work if cleared by medical provider

##### Personal Vehicle

- Call direct supervisor and report accident/damage
- Call the police and report the accident/property damage.
- Obtain names, addresses, phone number, vehicle identification number, license plate number, insurance information and driver license information of individuals involved.
- Lock vehicle and leave at scene; or vehicle may be towed.
- Supervisor will take associate to closest Occupation clinic as soon as possible for:
- Drug test (10-panel rapid)
- Breath alcohol test
- Physical exam by medical provider
- Completion of Incident/Accident/Injury Report
- Associate will not drive on the clock until results of drug test are received as negative
- Associate will return to work if cleared by medical provider

### **Personal Appearance**

Your personal appearance reflects on the reputation, integrity, and public image of MD Billing. All associates are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing company uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The Company will make every effort to reasonably accommodate associates with disabilities or with religious beliefs that make it difficult for them to comply fully with the personal appearance policy. Contact your manager, supervisor, etc. to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including, termination of employment.

Clinical Associates:

- Required to wear scrubs or business attire
- Fingernails should be kept clean and neat, no longer than ¼ inch; polish should be neat and free of chipping; acrylic nails are not allowed.
- Footwear should be neat and clean, in good repair, and presentable. Must meet department specific guidelines. No open sandals or crocs,
- Must follow facility guidelines

### **Solicitations and Distribution**

MD Billing. prohibits the solicitation, distribution of literature, products or services, and posting of materials during working hours on the workplace premises by any associate or non-associate, unless authorized by senior management.

This policy applies to all associates as well as external visitors, partners and customers that may be on company premises during working hours.

**“Workplace”** refers to any area on premises where associates work (offices, meeting rooms, reception etc.) This definition excludes cafeterias, common rooms, hallways or other places where associates don’t usually carry out their job duties.

**“Working hours”** are any time during which an associate is expected to carry out their job duties. This definition excludes meal or rest breaks.

**Solicitation** is any form of requesting money, support or participation for products, groups, organizations or causes which are unrelated to our company. These include but are not limited to:  
Seeking funds or donations for a non-profit organization  
Asking for signatures for a petition  
Selling merchandise or services  
Requesting support for a political candidate  
Engaging in religious proselytism

Associates may not solicit other associates during working time, except in connection with a Company approved or sponsored event. Associates may not distribute literature of any kind during work times, or in any work area at any time, except in connection with a Company-sponsored event. We ask that you do not disturb or distract colleagues from their work. We also prohibit offensive solicitation or solicitation for personal profit.

This policy applies in the same manner to all individuals or groups. Our company and managers must not allow one group or person to engage in solicitation, while excluding others.

**Distribution** refers to disseminating literature or material for commercial or political purposes.

The posting of materials or electronic announcements are permitted with approval from Human Resources.

Violation of this policy should be reported to Human Resources.

### **Visitors in the Workplace**

Visits by non-employees are not allowed unless prior approval is given by the director of operations or other senior operations executive.

All approval requests are to be submitted to the director of operations (or a designee) via email at least 48 hours in advance. If it is less than 48 hours, must call for approval and this should be as infrequent as possible. The email should state the purpose of the visit and the expected duration the visitor will be on site. Director of operations (or a designee) may approve recurring visitors for up to 180 days in duration.

All visitors are only allowed to observe and should always be accompanied by an employee. All patient information should be protected, and HIPAA policies observed. Visitors are not authorized to use company resources such as computers, supplies, or equipment.

Upon the day of arrival, the visitor must check in at the front desk and present ID and sign-in including time of arrival and sign-out when leaving.

Visitors are required to leave the premises if directed to do so by facility personnel.

Visits by off-duty employees are discouraged and should be limited.

Visits by employees on leave are not allowed until the employee is released from care and allowed to return to work unless approved by human resources and a senior level executive.

Former employees are not allowed in any patient care area of the facility without prior approval from the director of operations or a senior level executive.

Vendors, suppliers, and contractors are considered visitors and should be subject to all rules outlined in this policy.

Visits by friends and family members are not allowed.

Recording devices are not allowed in the facilities by visitors.

Supervisors' responsibilities include enforcing all policies and procedures including this visitor policy.

Violations of visitor policies will result in visitors' privileges being revoked and future visits will be restricted at the direction of the director of operations and/or a senior level executive.

## **Company Social Events**

MD Billing recognizes that there are occasions throughout the course of the year where associates may wish to arrange social functions on company premises during regular business hours to celebrate special events. Determined by the nature of these events, it may be the case that these social events are attended by clients, suppliers and associates alike. This policy sets out parameters and procedures for such events. Nothing in this policy should be read to limit the rights of associates under federal, state or local labor and employment laws. Further, the Company reserves its right to maintain and enforce valid no-solicitation and no-distribution rules consistent with federal labor laws.

Although such social events will usually take place away from the workplace and may fall outside of normal working hours, the Company's standard code of conduct applies to such events. Whilst it is not the Company's intention to place unnecessary restrictions on associates' enjoyment at such events, for the avoidance of doubt, it is in everyone's interest that certain rules of conduct for the protection and comfort of all are observed.

Associates who attend work-related social events must observe and respect to the following guidelines and principles:

- Improper or other unacceptable behavior will not be tolerated.
- Alcohol should only be consumed in moderation at work-related social events, regardless and irrespective of whether the Company, client or supplier is providing or paying for the drinks.
- It is strictly forbidden for any associate to engage in the use or supply of illegal drugs, including cannabis, at any work-related social event whether on Company premises or not.
- The Company's policy on harassment and bullying applies to work-related social events.
- Associates should not say or do anything at a work-related social event that could offend, intimidate, embarrass or upset any other person, whether as a joke or not.
- Swearing and intemperate language are unacceptable at work-related social events.
- Associates must not behave in any way at any work-related social event that could bring the Company, its clients or suppliers name into disrepute.

Any breach of the above rules will render the associate liable to disciplinary action under the Company's disciplinary procedure, up to and including summary dismissal where any offence is deemed to constitute gross misconduct. Unacceptable behavior that might result in a gross misconduct dismissal would include excessive drunkenness, the use or distribution of illegal drugs, unlawful or inappropriate harassment, violence, serious verbal abuse, or assault of either another associate or a third party such as a guest or a member of the waiting or bar staff.

Associates are expected to conduct themselves behaviorally and socially as they would in a workplace setting. Managers alike are expected to intervene as necessary if conduct becomes unprofessional. These guidelines and principles are in place for the benefit of all associates and to ensure that everyone can enjoy work-related social events in a friendly, welcomed and pleasant atmosphere, without fear of being made to feel uncomfortable by another associate's conduct.

### **Health & Safety**

In accordance with the Company's health and safety policy, you have a general duty to take reasonable care of your own health and safety and that of others who may be affected by your acts or omissions. Please bear this in mind when consuming alcohol.

### **Travel**

Associates who intend to drive following a social event, should take all necessary and appropriate steps to ensure that they are well within the legal limits to be driving. The Company is not responsible for determining an individual's suitability to drive. Any decision to do so, is entirely at the individual's discretion.

Associates should be aware that the consequences of driving whilst under the influence of alcohol are severe.

Company car drivers are forbidden from driving any company supplied vehicle, where they have consumed any level of alcohol.

If you are not intending to drive, please make travel arrangements in advance of the event, for example by public transport or a reputable licensed taxi service.

### **Accommodation**

Where overnight accommodation is provided, please refer to the Company Expenses Policy for further details and information.

## **Third Party Disclosures**

From time to time, our Company may become involved in news stories or potential or actual legal

proceedings of various kinds. When that happens, lawyers, former associates, newspapers, law enforcement agencies, and other outside persons may contact our associates to obtain information about the incident or the actual or potential lawsuit. The Company strives to anticipate and manage crisis situations in order to reduce disruption to our associates and to maintain our reputation as a high-quality company.

In order to avoid providing inaccurate, incomplete or Material Information to outside sources, all outside inquiries regarding the Company or its associates, directors or officers or operations must be referred to an Authorized Spokesperson. Only an Authorized Spokesperson is authorized to make or approve public statements pertaining to the Company or its associates, directors or officers or operations. Specifically, no Insider, other than an Authorized Spokesperson, may communicate Material, Nonpublic Information of the Company to a Third Party.

If you receive such contact, you should answer all media/reporter questions like this: "I am not authorized to comment for MD Billing," or, "I do not have the information you want. Let me have our Authorized Spokesperson contact you." To best serve these objectives, the company will respond to the news media in a timely and professional manner only through the authorized spokespersons.

An insider shall not discuss financial or operational information about competitors. An Authorized Spokesperson should say that the Company does not comment about its competitors and suggest that the Third Party call the competitor directly.

An insider may not comment on rumors. An Authorized Spokesperson is permitted to state that the Company has a policy against commenting on rumors.

Selective disclosure of Material, Nonpublic Information in any forum other than the approved methods listed above, and by any individual other than an Authorized Spokesperson, and without the express approval of the Chief Executive Officer or Chief Operating Officer is considered a violation of this Policy. A violation of this Policy may result in progressive disciplinary action up to and including termination of employment.

If you have any questions about this policy or are not certain what to do when such a contact is made, please contact the Human Resources Department.

## **Standards of Conduct**

### **Disciplinary Process**

Violation of Company policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate an associate where they violate the rules of conduct or where the quality or value of the associate's work fails to meet expectations at any time.

Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at will" basis.

Discipline in the workplace is essential for the efficient and orderly operations of the business. Discipline should never be used as punishment, but to correct an unacceptable behavior or poor work performance. Associates are expected to demonstrate good judgment, ethical personal behavior and common sense. If your conduct as an associate comes into question, you can expect to be disciplined to correct the behavior. There are levels of discipline, which will give an associate an opportunity to correct behavior before imposing the most severe form of discipline, which is termination from



employment.

In appropriate circumstances, management will provide the associate first with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your supervisor will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, the Company is not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, associates may be disciplined or terminated without any prior warning or procedure.

## **Standards of Conduct**

MD Billing wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all of our associates, clients, customers, and other stakeholders. Every associate has a shared responsibility toward improving the quality of our work environment. By deciding to work at this Company, you agree to follow the Company's rules.

While it is impossible to list every item that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit the Company's right to discipline or discharge associates for any reason permitted by law. In fact, while we value our associates, the Company retains the right to terminate an associate on an "at-will" basis.

### **General Standards of Conduct**

The following standards are common sense rules that, when violated, will result in the opportunity for the associate to change their behavior, but will subject the associate to termination if, after given an opportunity, their conduct does not improve.

- Associates must be at their workstations prepared to work at the beginning of their shift.
- Associates are not permitted to conduct personal or non-work-related business at the work site before or after their shift.
- Failure to dress according to company policy
- Each associate is responsible for his / her time records.
- Associates must notify their supervisor when they are unable to report to work on time.
- Smoking is permitted in designated areas only.
- Associates must follow safety policies and procedures.
- Associates must use personal protective equipment (PPE) if required, in their work area.
- All injuries must be reported regardless of how minor they appear.
- All fire regulations must be observed.
- Associates are not allowed to work overtime, unless approved by their supervisor.
- Mechanical breakdown of equipment must be reported.
- Tools must be maintained in serviceable condition and used properly.
- Company owned or leased vehicles must be inspected daily before use.
- Housekeeping is an associate's responsibility; keep your work area clean.
- Under no circumstances are you permitted to leave your department position without prior approval from your supervisor.
- Associates are required to keep all correspondence and interaction at the workplace site and during work hours limited to business only.
- Representatives visit our clinics from drug and pharmaceutical companies, home health agencies, DME agencies, product vendor agencies, services providing agencies and so on. Associates are not allowed to interact and/or correspond with the aforementioned representative(s) unless directed and authorized by their supervisor.

Nothing in this policy is intended to limit associate rights under the National Labor Relations Act.

### **Major Standards of Conduct**

The following conduct may result in immediate termination without the benefit of progressive discipline.

Violations of these standards are considered unforgivable and an opportunity to correct the unacceptable behavior may not be offered.

- Theft of company property
- Theft of fellow associate's property
- Submitting a false record of hours worked
- Willful destruction of company property
- Conviction of a major crime
- Falsifying employment information
- Disclosure of Company trade secrets and proprietary and confidential information of the Company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task
- Refusal or failure to follow safety rules and procedures
- Excessive tardiness or absences
- Lending keys or key cards to Company property to unauthorized persons
- Gross misconduct: outrageous behavior serious enough to warrant dismissal
- Deliberate violation of safety rules
- Offensive or indecent personal conduct between associates and/or with patients that is disruptive to the company business, including the use of obscene or harassing language.
- Falsifying company records
- Job abandonment
- Conflict of interest
- In order to improve efficiency, profitability, and quality patient care outcomes associates may be transferred from one business location/clinic to another on a periodic basis. When an associate, assigned to be transferred from one clinic to another, refuses to be transferred, it will be considered as an associate's willful separation from employment, and will also be considered as job abandonment.
- Exhibition of low standard(s) of performance.
- Carelessness and negligence in completing task(s) and assignment(s), as assigned by the supervisor, in a timely, efficient, and effective manner.
- Accepting monetary gifts
- Discussing patients' personal, private, health-related, and financial situation.
- Insubordination: Associates are expected to follow the company's chain-of-command when addressing their grievances, concerns, and/or complaints. Not following the proper chain-of-command will be considered as insubordination and may lead to immediate termination. Insubordination is also considered to have occurred when the associate(s) unreasonably refuses to obey orders or follow the instructions of their supervisor(s). It also is considered to have occurred when the associate(s), through his/her actions or words, shows disrespect toward his/her supervisor(s).
- An associate who calls their supervisor stating that they will be coming late to work but does not show up to work at all and does not notify that they will be absent for rest of the day will be subject to disciplinary action up to and/or including termination.

### **Progressive Discipline**

When an associate has been found to have violated one of the General Standards of Conduct or has exhibited a low standard of work performance, they may be disciplined using progressive discipline. This process is normally used for violations that are less serious in nature and where unforeseen circumstances may have influenced the associate's conduct. When applying this process, the associate must be made to understand specifically what standard was violated, what actions are required to correct the behavior, and what action will be taken if the behavior is not corrected. MD Billing reserves the sole discretion in determining when and how progressive discipline will be delivered and at what step disciplined will be administered.

#### **1st Offense: Verbal Warning**

Associate is counseled and signs the disciplinary action form. (Associate should be told what his/her

conduct was, the steps needed to correct it, and how long they have to make the correction).

### **2nd Offense: Written Warning**

The unacceptable conduct was not corrected, and this is the second warning. Explain what actions are needed to correct the conduct and how long they have to make the correction. Explain that the next warning will result in termination. This written document (associate signed) will be placed in the associate's personnel file.

### **3rd Offense: Written Warning with Termination**

Explain that the associate's conduct has not improved, and they are being terminated. Document this action and place it in the associate's personnel file.

### **Unpaid Suspension from Work**

As part of the disciplinary process, associate(s) could be suspended from work without pay for up to three days at any time during the progressive discipline process.

Note: The foregoing Standards of Conduct are not intended to be inclusive of the required discipline, proper standards of conduct or obligations which associates must observe at all times. The Standards of Conduct are not intended to limit the proper rights of anyone but are intended to protect the rights of everyone. The company may utilize the procedure to follow the progressive discipline process, but it does not have to follow the sequence described above.

## **Immediate Suspension and/or Termination**

If an associate violates one of the Major Standards of Conduct, they are subject to immediate termination. The supervisor may suspend the associate pending investigation and review by the Human Resources Department. The Human Resources representative will notify the associate of which Standard of Conduct they violated and will take a statement from them and any witnesses, if present, that observed the action. When possible, have a witness sign the appropriate column on the Corrective Action form. In the event of termination, the associate will be paid any wages due in accordance with the appropriate State Payday Law.

In the event an associate is perceived to be inappropriately terminated, the associate has the right and responsibility of filing a grievance, following the Grievance Procedure, with the Human Resource Department. The associate must make a statement in writing to the Human Resources Department within 3 days of termination. The Human Resources Department, in conjunction with the Executive team will make a determination within 7 days of receipt of the grievance.

## **Grievance Procedure**

MD Billing recognizes that there are times when the need arises for associates to express concerns or complaints in a formal manner. The following procedures will ensure that associates receive a fair and unbiased review of workplace concerns. Instances where this procedure may be effective includes harassment, inappropriate conduct, non-compliance or unreasonable disciplinary action/termination.

### **Procedures**

#### **Step 1: Informal discussion with supervisor**

Associate concerns should first be discussed with the associate's immediate supervisor. Many concerns can be resolved informally when an associate and supervisor take time to review the concern and discuss options to address the issue.

#### **Step 2: Written complaint to supervisor**

If the associate is not satisfied with the results of the informal discussion in Step 1, the associate may submit a written complaint within five days to his or her immediate supervisor to include:

The nature of the grievance.

Detailed information including evidence of the issue, witnesses, related policies, etc.

The remedy or outcome desired.

The immediate supervisor will have five working days to respond to the associate in writing.

If the associate complaint is regarding illegal harassment, discrimination or retaliation, the associate should submit the written complaint directly to Human Resources.

### **Step 3: Written complaint to senior management**

If the associate is not satisfied with the response from the immediate supervisor, the associate may submit a written complaint to senior management for review. A copy should also be sent to Human Resources. The request for review should include:

An explanation of the grievance and details of all previous efforts to resolve the issue.

A copy of the written complaint submitted to the immediate supervisor.

A copy of the immediate supervisor's written response to the associate's complaint.

Detailed information regarding the associate's dissatisfaction with the immediate supervisor's response.

Senior management will consult with the associate's immediate supervisor, Human Resources and any other relevant parties to evaluate the grievance and provide a written response to the associate within five days. The outcome of the review by senior management will be final unless new evidence or other circumstances warrant additional review of the complaint.

#### **Recordkeeping**

Human resources will maintain records of the grievance process confidentially and securely.

### **Tobacco and Vape-Free Workplace Policy**

MD Billing is concerned about the effect that smoking and secondhand smoke inhalation can have on its associates and clients. Smoking in the office, client areas, and restrooms is strictly prohibited. This policy includes traditional smoking and the use of alternate nicotine delivery system and electronic smoking devices such as e-cigarettes, e-pipe, e-hookahs, e-cigars or any such device.

Smoking is prohibited except for in designated areas and on break or meal periods.

### **Drug and Alcohol Policy**

MD Billing considers drug and alcohol abuse a serious matter that will not be tolerated. The Company absolutely prohibits associates from using, selling, possessing, or being under the influence of illegal drugs, alcohol, or a controlled substance or prescription drug not medically authorized while at their job, on Company property, or while on work time.

Therefore, it is the Company's policy that:

- You may not report to work under the influence of alcohol, illegal drugs, or any controlled substance or prescription drug not medically authorized.
- You may not possess or use alcohol, illegal drugs, or any controlled substance or prescription drug not medically authorized while on company property or on company business.

The Company also cautions against the use of prescribed or over-the-counter medication, which can affect your ability to perform your job safely, or the use of prescribed or over-the-counter medication in a manner violating the recommended dosage or instructions from the doctor. You must have a valid

prescription for any prescription medication used while working for the Company. Inform your supervisor prior to working under the influence of a prescribed or over-the-counter medication that may affect your ability to perform your job safely. If the Company determines that the prescribed or over-the-counter medication does not pose a safety risk, you will be allowed to work. Failure to comply with these guidelines concerning prescription or over-the-counter medication may result in disciplinary action, up to and including termination of employment.

## **Substance Abuse Policy**

Associate drug abuse has become a major problem for employers. A person who abuses substances endangers not only him or herself but also endangers everyone they encounter. This company has an obligation to ensure a drug and alcohol-free workplace. To satisfy our obligation to provide a drug and alcohol-free workplace, mandatory testing may be required in the following circumstances:

- Whenever a supervisor observes an individual behaving in a suspect manner
- Whenever a person is involved in an incident or accident
- Randomly at the discretion of management
- When associate returns to work after recovering from a workplace injury.

Drug testing will be done at company expense. The associate being tested may indicate any medications or legal substances being taken which might influence the outcome of the test. Results of the test will only be received by the company's representative/officer. An associate whose test results are positive for drugs, alcohol, or other hazardous substances will be immediately terminated.

Explanation of Terms:

Legal Drugs: Legal drugs include alcohol, medications prescribed by a physician, and over-the-counter medications. The Company prohibits the abuse of such drugs to the extent that job performance or fitness for duty is adversely affected.

Illegal Drugs: Illegal drugs include those controlled substances and inhalants under federal or state law, which are not authorized for sale, possession or use and legal drugs, which are obtained or distributed illegally. The manufacture, use, possession, sale, purchase or transfer of illegal drugs by an associate is prohibited. Arriving on company property with the presence of drugs or alcohol in an associate's blood stream is prohibited and will result in immediate termination.

Medical Standards: Medical standards for employment purposes include physical ability to perform essential job functions with no detectable levels of illegal or prohibited substances in the body.

Testing of Applicants: All applicants being considered for employment will be drug -tested as part of the pre-employment process. Applicants will be required sign the Pre-Employment Applicant Statement – Background Check, Drug Screen Test, & Reference Check Consent and Release of Liability Form. Refusal on the part of an applicant to sign the release form or submit to the pre- employment consideration will result in the applicant no longer being considered for employment.

The applicant's ability to meet the Company's medical standards will be transmitted directly to the human resource department who will keep the results strictly confidential. If an applicant's test is positive, they will not be considered for employment at that time and will be informed that they have failed to meet the medical standards.

Testing of Associate – Selection Procedures:

For Cause Testing: Current associates will be asked to submit to a test if cause exists to indicate that

their health or ability to perform work may be impaired. Factors, which could establish cause, include, but are not limited to:

- Sudden change in work performance
- Repeated failure to follow instructions or operating procedures
- Violation of company safety policies
- Involvement in an accident or near-accident
- Discovery or presence of substances in an associate's possession or at the associate's workstation
- Odor of alcohol and/or residual odor peculiar to some chemical or controlled substance
- Unexplained and/or frequent absenteeism
- Personality changes or disorientation
- Arrest or conviction for violation of a criminal drug statute

If a supervisor, the human resource department, and/or the management believes cause exists or has a reasonable suspicion that an associate may be impaired or using substances, these findings and observations will be documented, and the associate will be sent for the drug screen test. If the result of this is positive the associate will be terminated immediately.

Customer Substance Abuse Testing: All associates who have access to customer facilities who have contractor or vendor substance abuse programs will be requested to submit to a drug test in compliance with those customer programs.

Post-Accident Testing: All associates involved in reportable accidents will be drug-tested for the use of controlled substances as soon as possible after the reportable accident. Any associate who is seriously injured and cannot provide a specimen at the time of the accident shall provide the necessary authorization for obtaining hospital records and other documents that would indicate whether there were any controlled substances in the associate's system. Positive drug tests following an on-the-job injury will result in immediate termination.

Return-to-Service-Post-Rehabilitation Testing: Associates who return to service after time away from employment with the company will be required to submit to drug testing. At that point, if their drug test result is positive, they will be terminated immediately.

Other Testing Programs: Associates may be required to submit to drug testing when required by federal or state law, regulation or by contracted obligation not otherwise anticipated by provision of this policy. In the event that other drug testing is required, every effort will be made to coordinate new testing requirements with the company's other drug testing provisions.

Testing of Associates – Test and Post-Test Procedure: A laboratory chosen by the company will do all testing.

#### Searches

At the request of the human resource department, based upon suspicions or evidence of sale, possession or use of controlled substances, an associate shall be required to:

Submit to the search of his or her person and/or any personal article brought upon Company premises  
Submit to seizure of any controlled substance found in the associate's possession. Suspected illegal substances will be turned over to the appropriate law enforcement authorities. The associate will be required to furnish the Company with a physician's name and/or prescription for confirmation of the prescription of a legal substance found in the associate's possession.  
Submission to a personal search of personal articles as used above shall include the search of any vehicle brought upon Company premises, Company worksites or used on Company business. A personal search also includes a search of items within the associate's work area, including clothing. Failure to submit to a search will result in termination.

### Disciplinary Action

Any associate engaging in the use of alcohol while on Company property, Company worksites or while on Company business, or who reports for duty under the effects of alcohol will be required to undergo a drug screen test. If the test result is positive the associate will be terminated immediately. Any associate engaged in the possession, purchase, sale or transfer of any illegal drug while on Company property, Company worksites, or while on Company business will be terminated immediately and will also be subject to criminal investigation and/or prosecution. Any associate engaged in the use of any illegal drug while on Company property, Company worksites or while on Company business will be required to take the drug screen test. If the test is positive the associate will be terminated immediately and may be subject to criminal investigation, and/or prosecution. If an associate is arrested or convicted for driving under the influence or for violation of a criminal drug statute, the company will thoroughly investigate all of the circumstances and may utilize the drug testing procedure if cause is established by the investigation. If drug test is positive, the associate will be terminated immediately. If the drug test is negative, and after the investigation has been completed, the Company will determine the best course of action to be undertaken for the benefit of the Company and the individual. At this point, the associate may be disciplined up to and including termination, depending on the circumstances. If an associate is convicted for violation of a criminal drug statute in the workplace, the associate must notify the human resource department within five days of conviction. Associates convicted of violating criminal drug statutes in the workplace will be terminated immediately.

### Criminal Activity/Arrests

Involvement in criminal activity, whether on or off Company property, during employment may result in disciplinary action including suspension or termination of employment. Disciplinary action depends upon a review of all factors involved, including whether or not the associate's action was work-related, the nature of the act, or circumstances which adversely affect attendance or performance. Any disciplinary action is not dependent upon the disposition of any case in court.

Associates are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled as a result of an arrest may lead to disciplinary action, up to and including termination of employment, for violation of the attendance policy or job abandonment.

Any disciplinary action taken will be based on information reasonably available. This information may come from witnesses, police, or any other source, as long as management has reason to view the source as credible.

### Closing Statement

Thank you for reading our associate handbook. We hope it has provided you with an understanding of the Company's mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful company and a safe, productive, and pleasant workplace.

Rodney Franklin MD, MBA  
Chief Executive Office