



February 14, 2024

Ellen Cupit PA-C
51 Morgan Lane
Bigelow, Arkansas 72016

Re: Advanced Practice Provider Letter Agreement – Full Time Annual

Dear **Ellen**,

On behalf of DispatchHealth and our practices, including **True North Health Navigation LLC** d/b/a DispatchHealth, I am pleased to offer you employment as a full-time annual commitment advanced practice provider (APP) based in our **Little Rock, AR (LIT)** market. DispatchHealth has a unique opportunity to improve the quality and value of medical care in the communities we serve. Our employees are the key to our success. We believe that your background and professional skills will be a great fit for our organization. This Letter Agreement, attachments and referenced policies outline material terms of your at-will employment relationship with DispatchHealth.

In your position as an APP, you will furnish professional services to DispatchHealth patients through our innovative in-home care service lines (*i.e.*, Acute Care, Bridge Care, Advanced Care, Telepresentation and others), working as part of a clinical care team and individually as appropriate for the service line. The duties of your position are outlined in the attached job description. DispatchHealth may develop new services lines and modify our existing service lines in the future. You are required to actively participate in initial and on-going training activities, provide services in the service lines for which you have been trained, and comply with Dispatch's clinical, operational and other policies and operating models.

As a full-time APP employee of DispatchHealth with annual work commitment, you agree to work a "base schedule" during each 28-day "scheduling cycle" of **12-14** clinical shifts, plus be available for one on-call shift per scheduling cycle in accordance with the attached scheduling policy. You will be allowed to opt-in to additional on-call shifts based on availability. Your schedule and the number of required shifts will vary based on the seasonal variations and other staffing levels required to meet patient care needs in our business.

As an exempt professional employee of DispatchHealth, you will be required to work no less than nine and up to ten hours per clinical shift, for the minimum number of shifts in the base schedule referenced above. You will initially be paid a salary of **\$3,564.00** per bi-weekly pay period. You will be paid for worked hours of service in excess of the nine-hour minimum reflected in the salary at the initial hourly rate of **\$66.00** per hour. Your salary will be adjusted if your base schedule, hourly rate or assigned market(s) changes. If your first day of employment is on a day other than the first day of a scheduling cycle, you will be paid on an hourly basis at the hourly rate referenced above for your services for the remainder of the initial scheduling cycle, and your salary payments will begin on your first full scheduling cycle.

Final New APP Full Time Annual with Schedule Policy and with Signing Bonus 9-5-23



The DispatchHealth APP Compensation Plan (Plan) applicable to full-time APPs with annual work commitment, inclusive of scheduling, on-call service, holiday coverage, and other requirements, is described and illustrated on the attached. The attached illustrates compensation mechanics and other Plan details; it is not tailored to the base schedule, salary, hourly rate or other details of this Letter Agreement. The Plan and other policies and materials referenced in this Letter Agreement may be modified by DispatchHealth in the future.

In addition to your annual compensation, as an additional incentive to join the Company, you will receive a one-time sign-on bonus of **\$5,000.00** less payroll taxes within your regularly scheduled pay period after 90 days of employment, provided you are in good standing at the time of the payout. Note, should you voluntarily leave during your first year, you will be responsible for reimbursing DispatchHealth for a pro-rata share of the post-tax amount (n/12 based on the number of months worked) of the sign-on bonus received.

DispatchHealth will maintain and pay the cost of professional liability insurance coverage for your services as an APP with amounts, coverage limit, deductible, and other terms that comply with requirements under applicable state law. The insurance will be subject to any other terms deemed appropriate by DispatchHealth. Upon termination of your employment DispatchHealth will pay for any coverage required to ensure professional liability insurance coverage applicable to your acts or omissions during your employment.

As a condition of your employment as a DispatchHealth APP, you must maintain a current, unrestricted license to practice as a **Physician Assistant** in the state(s) in which you engage in professional practice. During your employment you must immediately notify DispatchHealth if you become subject to any investigation or adverse action related to your licensure or professional practice, and any failure to do so will constitute grounds for termination of your employment. You must also comply with applicable DispatchHealth policies including those governing supervision and delegation, credentialing, third party payer contracting, background checks and others, all of which comprise conditions of your initial and on-going employment.

As an APP employee of DispatchHealth, you will have professional service and other obligations to our patients, our partners and the broader community in which our company operates and in which you will furnish services. To assure appropriate staffing to meet patient care needs, you agree to provide DispatchHealth with no less than sixty-days prior written notice of your voluntary termination of employment, and no less than sixty-days prior written notice of your request to change your employment as a full-time APP employee with annual work commitment and base schedule listed above, including any requested transition from full-time to part-time employment status. During any sixty-day notice period you must work your previously scheduled clinical and on-call shifts consistent with the base schedule listed above. Any request to change your status (*i.e.*, full-time, part-time, annual, seasonal) or work commitment will be considered in good faith by DispatchHealth.

DispatchHealth will provide you with no less than sixty-days prior written notice of the termination of your employment by DispatchHealth for reasons other than those listed in the following sentence. DispatchHealth may immediately terminate your employment upon the loss or suspension of your professional license; upon your ineligibility, loss or suspension of your participation in Medicare, Medicaid or any other Federal Health Care Program; lack of insurability by our professional liability carrier; or due



to your breach of any material term of this Letter Agreement or DispatchHealth policies that is not fully cured within thirty-days following DispatchHealth's written notice to you regarding such breach.

DispatchHealth encourages our APPs to practice at the top of their professional capabilities and authorized scope of practice. To that end, DispatchHealth will invest in your on-boarding, credentialing, licensure, and training to enhance your professional knowledge and development as an APP, including through significant training at the outset of your employment and through on-going training related to our innovative in-home care model and service lines.

DispatchHealth will incur substantial costs in connection with your on-boarding, credentialing, licensure and training. Accordingly, if, during your first year of employment by DispatchHealth you voluntarily terminate your employment with less than sixty-day advance written notice or you fail to work your previously scheduled clinical and on-call shifts after giving advanced written notice, you agree to pay DispatchHealth liquidated damages in the amount of \$7,000. If, during your second year of employment, you voluntarily terminate your employment with less than sixty-day advance written notice or you fail to work your previously scheduled clinical and on-call shifts after giving advanced written notice, you agree to pay DispatchHealth liquidated damages in an amount equal to 65% of the amount above. If, during your third year of employment you voluntarily terminate your employment with less than sixty-day advanced written notice or you fail to work your previously scheduled clinical and on-call shifts after giving advanced written notice, you agree to pay DispatchHealth liquidated damages in an amount equal to 35% of the amount above. You agree that these liquidated damage amounts constitute reasonable estimates of the damage caused to DispatchHealth by your termination of employment due to inadequate notice or failure to fulfill your previously scheduled clinical and on-call shifts during the sixty-day notice period. For the avoidance of doubt, you will not have any liquidated damages obligation to DispatchHealth so long as you provide at least sixty-days advance written notice of your voluntary termination of employment and you work your previously scheduled clinical and on-call shifts during the notice period.

You will be eligible for group insurance benefits so long as you average 120 hours per scheduling cycle over a twelve-month period. DispatchHealth will arrange for, and you agree to work a schedule averaging at least 120 hours per scheduling cycle over a twelve-month to permit you to be eligible for benefits from DispatchHealth. Your eligibility for certain group insurance benefits (e.g., health, dental, etc.), if any, will begin the first of the month following the date upon which you commence employment (i.e., if you commence employment on the first day of the month, these benefits will begin no earlier than the first day of the following month). Details related to paid time off (PTO) and sick leave are addressed in our PTO policy as applicable to the state in which you will provide professional services. Additional information regarding benefits available to APPs, benefits eligibility, expense reimbursement and any other benefits is contained in the current versions of the APP Compensation Plan, the DispatchHealth Benefits Guide and DispatchHealth Team Member Handbook.

As an employee of DispatchHealth, you are required to comply with applicable law, including HIPAA related to protected health information, and to maintain the confidentiality of and not use DispatchHealth confidential and proprietary information. You further agree to comply with provisions regarding confidentiality of proprietary information as set forth in the current version of the DispatchHealth Team Member Handbook.

This Letter Agreement and your commencement of employment by DispatchHealth is contingent upon your successful passage of a background check, proof of licensure, eligibility to work in the United States



and other requirements, including your approval as an APP by the DispatchHealth Credentialing Committee. Subject to the foregoing, your anticipated first day of service/start date will be **May 6, 2024** or such other date that may be agreed to by the parties. This Letter Agreement will be interpreted in accordance with Colorado law. DispatchHealth may assign your employment to a controlled affiliate of DispatchHealth upon notice to you and the affiliate shall be bound by this Letter Agreement. This Letter Agreement constitutes the entire agreement between the parties and supersedes any previous agreement or understanding, whether oral or otherwise. No modification of this Letter Agreement shall be valid unless in writing and signed by each of the parties.

By executing below, you agree to become an employee of DispatchHealth in accordance with terms of this Letter Agreement.

Welcome to Dispatch!

Sincerely,

A handwritten signature in black ink that reads "MJ Vigil".

MJ Vigil
Chief People Officer

Date

Accepted and agreed to:

Ellen Cupit, PA-C

Date

A solid blue horizontal bar at the bottom of the page.



ATTACHMENT

DispatchHealth APP Compensation Plan, Full-Time, Annual Commitment

This attachment describes the DispatchHealth APP Compensation Plan (Plan) as applied to APP employees with full-time, annual commitment contracts. The Plan is intended to meet APP desire for stable and fair compensation while also meeting the patient service needs of DispatchHealth's in-home care model.

Plan Summary and Requirements

- Base Schedule: APPs will work one of the following "base schedules" (seasonally adjusted) defining the minimum and maximum number of scheduled shifts per 28-day scheduling cycle: (a) 12-14 shifts; (b) 13-15 shifts; or (c) 14-16 shifts. In addition to clinical shifts, APPs must be available to work one "on-call" day per scheduling cycle.
- Shift Length: APPs will be scheduled and required to work no less than 9, and up to 10 hours per clinical shift. APPs may elect (or decline) to work 11 hours per shift when requested by DispatchHealth.
- Bi-Weekly Salary: APPs, as exempt professional employees, will receive a fixed salary paid every 14 days in an amount calculated as follows:

$$\frac{((\text{Minimum number of base schedule shifts} \times 9 \text{ hours}) \times \text{hourly rate}) \times 13 \text{ 28-day scheduling cycles}}{26 \text{ pay periods}}$$
- Excess Hours: APPs will be paid for hours worked over 9 hours per clinical shift and during additional shifts at their regular hourly rate. See illustrative example below. Compensation for excess hours will be paid on the first pay date following the last day of the scheduling cycle in which excess hours were performed.
- On-Call: APPs must be "on-call" from 7 AM to 2 PM one pre-scheduled day per 28-day scheduling cycle in identified markets, and must report to work within 45 minutes if called in. A standard stipend will be paid per scheduled on-call day. APPs who are called in will be compensated at their normal hourly rate for time worked.
- Holidays: APPs must work a rotating schedule of holidays which will be pre-scheduled, with holiday pay at 1.5x regular hourly rate in accordance with the holiday provisions of the scheduling policy.
- Incentive Compensation: APPs are eligible for productivity/efficiency-based incentive compensation in accordance with the incentive compensation plan.
- Benefits: APPs with base schedules averaging 120 hours or more per scheduling cycle over a 12-month period are eligible for additional benefits, including health, dental, 401(k) (including employer match) and others (e.g., PTO) as addressed in the current version of the DispatchHealth Benefits Guide and DispatchHealth Team Member Handbook.
- Administration: APPs must comply with DispatchHealth policies and Plan administrative processes including:
 - Use of "ShiftAdmin" for base schedule (scheduled clinical shifts and on-call) and Dashboard (time worked) (see Scheduling Policy);
 - PTO scheduling and vacation requests subject to available slots and compliance with sign-up and approval processes (see PTO policy); and
 - Scheduling policy (inclusive of holiday policy and other details).



Illustrative Example

Note: Hypothetical numbers are used to illustrate concepts/mechanics only. This example is not tailored to the base schedule, hourly rate or other details of any Letter Agreement to which it is attached.

Assumptions for Illustration:

- Example APP has “base schedule” of 13-15 clinical shifts per 28-day scheduling cycle, plus one day on-call.
- Example APP initial hourly rate is \$60 per hour. On-call shift stipend is \$100 per day.

Example of Work Commitment Variations:

28-day Sched. Cycle	1	2	3	4	5	6	7	8	9	10	11	12	13
Shifts*	13	13	13	14	14	15	15	15	15	14	14	13	13
On-Call^	1	1	1	1	1	1	1	1	1	1	1	1	1

*Per base schedule APP is required no less than 9, and up to 10 hours per clinical shift, with ability to elect (or decline) to work 11 hours when requested by DispatchHealth.

^Be available to be on-call one day per 28-day scheduling cycle, and available to work clinical shift if called in.

- Example below assumes work and compensation during “medium” service level scheduling cycle, with actual time worked during bi-weekly pay period involving:
 - 7 clinical shifts averaging 10.2 hours worked per scheduled shift (as reflected on ShiftAdmin and Dashboard)
 - 1 day on-call (with stipend).

Compensation Calculation:

- Salary (paid bi-weekly): \$3,510 per pay period calculated as follows:
 $((13 \text{ shifts} \times 9 \text{ hours}) \times \$60 \text{ per hour}) \times 13 \text{ scheduling cycles} = \$91,260$ (annual Salary)
 26 pay periods = 3,510 (per bi-weekly pay period)
- Salary assumes minimum of 1,521 hours annually (average of 58.50 hours per bi-weekly pay period).
- Excess hours paid at hourly rate based on actual hours and hourly rate, calculated as follows:
 - Actual hours per bi-weekly pay period = (7 shifts x 10.2 hours per shift) = 71.4 total hours
 - Minimum hours per pay period for Salary = 58.50 minimum hours
 - Excess hours = (71.4 hours – 58.50 hours) = 12.9 excess hours
 - Excess hours pay = 12.9 x \$60 = \$774.00
- Variation A -- Total Compensation for illustrative bi-weekly pay period (**not called in while on-call**):

Salary (per bi-weekly pay period)	\$3,510.00
Excess hours (not called in) x hourly rate (per example bi-weekly pay period)	\$774.00
On-call pay (1 day per 28-day scheduling cycle)	<u>\$100.00</u>
Total Compensation (per Example A bi-weekly pay period)	\$4,384.00

- Variation B -- If Example APP is called in while on-call and works 10 hours, total excess hours would equal 22.9, and compensation for illustrative bi-weekly pay period (**with 10 hours worked after being called in**):

Salary (per bi-weekly pay period)	\$3,510.00
Excess hours (called in) x hourly rate (per example pay period)	\$1,374.00
On-call pay (1 day per 28-day scheduling cycle)	<u>\$100.00</u>
Total Compensation (per Example B bi-weekly pay period)	\$4,984.00



Advanced Practice Provider (APP) Job Description

How you'll make an impact:

We are hiring Nurse Practitioners and Physician Associates with acute care experience in ER, Urgent Care, or Internal Medicine to join our growing team serving the (assigned Market) community. Our Advanced Practice Providers team with DHMTs (Medical Technicians) and are equipped with everything needed to treat common to complex injuries and illnesses through comprehensive health assessments, including diagnosis, treatment, and outcome management, for patients of all ages. Our innovative model allows us to provide definitive care in the home, including point of care laboratory studies, minor procedures, splinting, wound care, suturing, IV fluid and medication administration. We provide whole person care by facilitating timely follow up and care coordination.

Our providers love working at DispatchHealth because of the high-quality care they can provide, the value of the delivery model and the appreciation of our patients.

What you'll do:

- Work as part of a clinical care team with a DHMT (Medical Technician) and individually, as appropriate for the service line to deliver care in the patient's home through our innovative in-home care service lines (i.e., Acute Care, Bridge Care, Advanced Care, Tele-presentation and others). This involves being in a mobile unit and driving or riding in a company vehicle to the place of service.
- Perform comprehensive health assessments and diagnose and treat complex illnesses.
- Provide therapeutic interventions, such as splinting, suturing, wound care and minor procedures.
- Use critical thinking skills and follow evidence-based standards of practice.
- Accurately and thoroughly document your patient encounter and ensure accuracy.
- Analyze test data to diagnose, treat and arrange appropriate follow up for the patient to ensure continuity of care.
- Educate patients and families on how to treat their acute illness and manage their health and well-being.
- Effectively navigate difficult conversations related to end-of-life issues and goals of care.
- Communicate effectively with patients, family, the medical power of attorney, primary care provider and all individuals involved in the patient's care.
- Identify and proactively solve problems.
- Adhere to clinical and safety standards, protocols, and performance metrics.
- Provide care with compassion, empathy, and cultural competency.
- Maintain positive relationships with DHMT partners and remote teams.
- Attend training sessions and clinical team meetings.
- Maintain professional etiquette and serve as ambassadors for DispatchHealth.
- Lead your practice and always do what's right for the patient.

What you'll need:

- Minimum of two years of experience as an APP in the Emergency Department, Urgent Care, Internal Medicine, Hospital, Family Practice, Cardiac, Pulmonary or other relevant areas
- Those with less than two years of experience as an APP, but with two or more years' experience as a paramedic, RN (ED or ICU), Flight Nurse or a graduate from an ENP program or fellowship (NP's) or EM/Hospitalist residency (PA's) are also encouraged to apply



- Graduate with an advanced degree from an accredited institution
- Current unrestricted state license as a Nurse Practitioner or Physician Associate
- Nationally board certified, current
- Current BLS / ACLS certification
- Prescriptive authority and DEA
- Valid driver's license with clean driving record
- Complete required drivers training upon hire
- Ability to lift and carry equipment up to 50 pounds
- Ability to walk up and down several flights of stairs easily

Who we are:

DispatchHealth is redefining healthcare delivery through mobile and virtual healthcare. A rapidly scaling Denver, Colo., startup, we provide right-sized healthcare through the power of technology, convenience, and service. DispatchHealth is creating an integrated, convenient, high-touch care-delivery solution that extends the capabilities of the patient's care team and ensures that we provide personalized, quality care in the home or at the patient's location of need. Our skilled, certified providers arrive onsite with the expertise and tools necessary to administer advanced medical care, supported by our technological infrastructure to ensure quality and to improve outcomes. DispatchHealth brings together experienced professionals with proven success in medicine, engineering and operations and a passion for transforming the healthcare landscape.

DispatchHealth is committed to creating and supporting a diverse and inclusive team and serving all communities. All qualified applicants will be considered for employment regardless of race, gender, gender identity or expression, sexual orientation, religion, national origin, disability, age, or veteran status. DispatchHealth offers a comprehensive benefit package, including medical, dental and vision insurance, 401k, paid time off, family, and short-term disability leave.

Do you want to be part of and thrive in a fast-paced, growth-stage, entrepreneurial technology, and healthcare delivery company?

Are you willing to roll up your sleeves and do what needs to be done?

Are you passionate about transforming healthcare through technology innovation, service and quality care delivered to patients?

Our Mission

We deliver trusted, compassionate care to all in the comfort of home.

Our Vision

Building the world's largest in-home care system.

Our Values are embodied in *The DispatchWay*

- Courage to advocate for our patients and each other
- Innovation to trailblaze a new path for healthcare
- Integrity to create a respectful and inclusive environment
- Compassion to provide quality, safe and excellent care

What makes us different?

- DispatchHealth is a provider-led organization and encourages our teams to help inform decisions that impact your practice.
- We spend time with our patients to treat the whole person.
- Our patient-centric approach consistently results in a NPS score of 95 or better.
- We offer flexible work schedules and PTO.





- We offer full healthcare benefits and 401k for full-time employees, with a company match.
- We support professional growth and leadership opportunities.
- We offer CME, organizational conference, and workshop opportunities.
- Our clinicians align with our guiding principles.





ATTACHMENT

Scheduling Policy

Document Details

Author/Owner	Crystal Moore, VP of Provider Services
Department	Provider Services-Central Scheduling

Revision History

Effective Date	5/1/2022, for clinical service schedules beginning 7/17/2022
Revised	
Next Review Date	5/1/2023

Approvals

Effective Date	Approvals
	<p>Legal/Compliance Approval Date:</p> <p>Signature:</p> <p>Printed Name: <u>Bruce Johnson</u></p> <p>Title: <u>General Counsel</u></p> <p>Administrator Approval Date:</p> <p>Signature:</p> <p>Printed Name: <u>Crystal Moore</u></p> <p>Title: <u>VP of Provider Services</u></p>

Purpose



The clinical work that is conducted by Providers and DispatchHealth Medical Technicians (DHMTs) at DispatchHealth is critical to our patient's and DispatchHealth's success. It is imperative that there are standards and clear expectations to how the clinical teammates are scheduled to support the patient care demands of our business in a fair and equitable way.

Policy Statement

This policy aims to provide clear expectations of the DispatchHealth clinical teammates with regards to their schedules for clinical Shifts allowing for fairness in scheduling to meet patient care needs in our business.

Scope

This policy applies to clinical teammates (Providers and DHMTs) engaged in Acute, Bridge, Telepresentation, and similar Shifts in the DispatchHealth Service Lines listed below and is specific to the requirements and expectations related to the scheduling of Shifts on and after July 17, 2022. This policy sets forth standard practices and requirements, but its application or specific requirements will be modified to address state-specific regulatory requirements.

Definitions

"Ambassador(s)" are DispatchHealth Providers that travel to markets to work Shifts and fill in for clinical work.

"Availability" is recurring/repeating day off needs related to childcare constraints, school schedules, and/or consistent time off needs that are recurring weekly or monthly. These will be updated quarterly.

"Call-Off" means a Provider or DHMT's unplanned absence from all or part of a scheduled Shift due to Provider or DHMT decision/action such as sickness, personal or other reason. Call-Offs do not include decisions by DispatchHealth to not place a Provider or DHMT in service during a scheduled Shift.

"Central Scheduling" means the DispatchHealth Centralized Scheduling organization and systems (e.g., ShiftAdmin) used to manage clinical teammate scheduling, available at scheduler@dispatchhealth.com

"DHMTs" are DispatchHealth Medical Technicians who act as assistive clinical personnel.



"*On-Call Shifts*" are scheduled dates where the teammate will be expected to be available when/if they are called in to work.

"*Paid Time Off (PTO)*" is a benefit and accrued throughout the calendar year for Full-Time clinical teammates.

"*Preferences*" are days off or days requested to work in each 4-week Scheduling Cycle. These are requests specific to that timeframe and do not necessarily stay consistent for consecutive Scheduling Cycles. Preferences are NOT guaranteed and will only be followed if they meet the patient care needs of our business and do not break any of the requirements and expectations outlined in this or other DispatchHealth policies.

"*Providers*" means DispatchHealth employed or contracted physician assistants and nurse practitioner advance practice providers (APP) who furnish billable clinical care to DispatchHealth patients in the Service Lines listed in this policy.

"*Scheduling Cycle*" is a 4-week block (28 days) that aligns with the start and end of two pay periods. There are 13 Scheduling Cycles in a calendar year. Each Scheduling Cycle starts on a Sunday and ends on a Saturday.

"*Service Lines*" means various clinical service activities and programs within DispatchHealth that involve the use of Providers and/or DHMTs in clinical service arrangements involving patient care visits on a scheduled or unscheduled basis. As of the effective date of this policy, the Service Lines include the DispatchHealth Acute Care, Bridge Care, Telepresentation, "Clinic Without Walls" (CWOW), DH Follow-up Visit, Wellness Visits, and Attestations service lines. Other services lines that may be added in the future. Providers engaged in DispatchHealth service lines involving episodes of care including Advanced Care, Extended Care and others are not included in this policy. As of the Effective Date, Shifts in the following Service Lines are intended to be staffed on a "solo" basis with either a Provider or DHMT in the car seeing patients: Telepresentation, CWOW, Bridge Care, DH Follow-up Visit, Wellness Visits and Attestations. Additional Service Lines may be added in the future.

"*Shift*" means a pre-scheduled time period in which a clinical teammate is scheduled to engage in clinical care. Shifts start as early as 7 AM or as late as 2 PM in a market.

"*ShiftAdmin*" is the scheduling system used by DispatchHealth's Central Scheduling team.

"*Shift Trades*" are done within ShiftAdmin by the clinical teammates themselves when they are scheduled for a Shift but would like to not work that Shift and offer it up to



another qualified person to work instead. Unless Shift Trades are approved, it is still the responsibility of the originally scheduled teammate to work that Shift.

"Time Off" is a scheduling request for specific days off for Providers and DHMTs that do not accrue PTO. These days will go unpaid. These days should not conflict with other expectations outlined in your offer letter/letter agreement or this policy.

Policy Guidelines:

1. **Scheduling Cycles-** Schedules will be done in 4-week cycles (28 days) that align with the start and end of two pay periods. Due dates for Preferences will open 12 weeks in advance and close 8 weeks in advance of the first day of each Scheduling Cycle. Please see the [13 month scheduling cycle calendar](#) for reference.
2. **Number of Shifts-** Shift requirements for the number of Shifts in a Scheduling Cycle are determined by your employment offer letter or letter agreement. You must be available to work for the minimum number of Shifts and hours during each Scheduling Cycle as required by your offer letter or letter agreement. For Full-Time employees, it is required that you increase your number of Shifts to the medium and high end of the range based on staffing level needs. For Full-Time employees it is also expected that you work within your Shift range and not consistently work more than the high end of your range. Shifts will be assigned by Central Scheduling to meet patient service needs. Paid Time Off (PTO) used will count toward meeting your Shift minimums.
 - a. Central Scheduling will schedule Full-Time employees for the minimum number of Shifts in accordance with your offer letter or letter agreement. If you are unable to meet your Shift minimums in a single Scheduling Cycle, due to Call Offs, absences, or lack of availability, you will be required to complete a Shift Trade for another shift in the same Scheduling Cycle or use PTO.
 - b. If you fail to meet your Shift minimums in multiple (2 or more) Scheduling Cycles in a year, either due to Call Offs (other than legally protected leave) or





- lack of availability, a contract change may be required or additional administrative action may be required, up to and including termination.
- c. Consistently (>2 Scheduling Cycles in a year) working over the high end of your scheduling range may also result in a contract adjustment.
 - d. DispatchHealth Market Leadership may require Part Time Providers to agree to work more than the contracted minimum number of Shifts per Scheduling Cycle. Any such requirements will be communicated by Market Leadership and scheduled by Central Scheduling.
3. **Shift Length-** Shifts will be scheduled for 9 hours for Providers and 9.5 hours for DHMTs. It is expected that you be available to work up to one (1) additional hour each Shift for which you will be compensated at your regular hourly rate. For anything requested over one (1) additional hour (10 for Providers, and 10.5 total hours for DHMTs), you will have the option of adding those additional hours for additional compensation.
- a. Failure to complete the required 10 hours for Providers and 10.5 hours for DHMTs when needed (for reasons other than protected leave) will result in administrative action and will be treated as an occurrence on your attendance record.
4. **Shift Times-** Shifts may start as early as 7 AM or as late as 2 PM depending on the market. You will need to be available to work a mix of both early morning Shifts and late afternoon Shifts.
5. **Staffing Level Needs-** DispatchHealth work, due to the nature of healthcare, is seasonal and busier in some months (typically Winter) and slower in other months (typically Summer). Vacation and other time off should be planned accordingly (i.e., plan vacation during the summer). Less PTO will be approved in the winter months and will be based on first come first serve. It is also required that you flex your number of Shifts and Shift lengths accordingly (e.g., typically less/shorter Shifts in the summer and more/longer Shifts in the winter). Full-Time Provider contracts and compensation recognize and consider the seasonality of our business. In some cases, staffing levels and patient care demand will impact the number of Shifts and hours needed and will not align with typical seasonality trends.
6. **Same Day Shift Adjustments-** Volume in every market is evaluated throughout the day and may require adjustments to Shift lengths. Central Scheduling will make the adjustments and notify you of changes as they occur. Decreases in hours for a given day are out of your control and will not be counted against your minimum requirements. Increases of one (1) hour of your scheduled Shift are to be expected
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and not optional but will be compensated at your regular hourly rate. Any increases over one (1) hour will be optional and compensated at your regular hourly rate.

7. **Weekend Requirements-** Each Full-Time Provider and DHMT is required to be available for assignment of at least 50% of the weekend days during each Scheduling

Cycle (4 weekend days) unless using PTO. Each Part-Time Provider and DHMT is required to be available for assignment of at least 25% of the weekend days during each Scheduling Cycle (2 weekend days).

- a. Failure to fulfill weekend requirements in a single Scheduling Cycle will result in weekend Shifts being added into the next Scheduling Cycle.
 - b. Failure to fulfill weekend requirements in multiple (2 or more) Scheduling Cycles in a 12-month period may result in corrective action, up to and including termination.
8. **On-Call Coverage-** In certain markets, Providers and DHMTs must participate in On-Call coverage for DispatchHealth (excludes Lead APP roles). In markets where On-Call is necessary, a minimum of one (1) On-Call Shift per Scheduling Cycle is required for all Full-Time Providers and DHMTs and is in addition to the required Shift minimums outlined in your contract. Your On-Call Shift assignments will be assigned by Central Scheduling. You may submit Preferences and Central Scheduling will try to accommodate if possible. Additional On-Call Shifts may be available in some markets for optional pick up and can also be picked up by Part-Time Providers and DHMTs who are meeting their minimum Shift requirements. On-Call Shifts are not guaranteed in every market for every Full-Time provider and will be assigned by Central Scheduling based on need.
- a. For an On-Call Shift, you are expected to be available from 7am-2pm to be called in and need to be in the office within 45 minutes of being called.
 - b. On-Call Shifts will be paid a flat stipend rate defined by DispatchHealth for Providers and DHMTs for being On-Call and, if you are called in, you will be paid compensation at your regular hourly rate for the hours worked in addition to the stipend amount. As of the Effective Date of this policy, the stipend is \$100 for Providers and \$30 for DHMTs.
 - c. If you do not answer when called for an On-Call Shift or are unable to make it in for the Shift in the designated amount of time or work the entirety of the Shift, you will not have earned and will not be paid the stipend for that day and be considered absent for your required Shift, and an occurrence will be added to your attendance record.
 - d. If you are assigned to an On-Call Shift on a weekend day, this will count toward your weekend requirements.



- e. If Call Offs within the same Scheduling Cycle cause the Provider or DHMT to drop below the minimum number of shifts, you will be compensated at your normal rate for the shift and will not receive the On-Call stipend.
- 9. **Incentive Pay-** The goal for each market is to have enough coverage to support the demand for patient care in our business. However, there are times where demand comes in higher than the capacity needed to support it and there is a need to offer incentive pay to cover specific "Incentive Pay Shifts". Incentive pay for specific Incentive Pay Shifts will be offered by the Central Scheduling team at an increased hourly rate for the specific Shift.

To qualify for the incentive pay rate for an Incentive Pay Shift you are required to:

- a. Pick up the Incentive Pay Shift and show up to work the full Incentive Pay Shift (scheduled for a minimum of 9 and up to 10 hours)
 - b. Be scheduled and work your required minimum number of Shifts based on your offer letter/letter agreement and season (for example if your contract is 12-14 Shifts and it is High season, you will only qualify for incentive pay for Incentive Pay Shifts offered and worked beyond 14 in the Scheduling Cycle). You are still able to pick up the Incentive Pay Shift but will only be compensated at your normal rate if you do not meet the minimum requirements.
 - i. Hours that qualify for over time pay will not be compensated at the Incentive Pay Rate.
 - c. Not Call-Off for a scheduled Shift in the Scheduling Cycle of the Incentive Pay Shift (regardless of the number of Shifts scheduled and worked). Call Offs will forfeit the incentive pay for the picked-up Incentive Pay Shift. You will be compensated at your normal rate for the Incentive Pay Shift and not at the incentive pay rate.
 - d. If you are On-Call for an Incentive Pay Shift and you are called in, you will be compensated at the Incentive Pay Shift increased hourly rate.
 - e. Part time Providers and DHMTs are eligible to pick up Incentive Pay Shifts if they are meeting their required Shift minimums.
10. **Holiday Requirements-** Each Full-Time clinical Provider and DHMT will be expected to work a total of three (3) holidays annually to consist of one (1) "Winter", one (1) "Summer" Holiday and one (1) additional Holiday based on market needs.
- a. The Winter Holidays are Thanksgiving Day, Christmas Day and New Year's Day, and Martin Luther King Jr Day.





- i. Each Full-Time Provider and DHMT is expected to work either Christmas Day OR Thanksgiving Day to fulfil their Winter holiday commitment. The Summer Holidays are Memorial Day, Independence Day, and Labor Day. See the employee handbook for any additional information on observed holidays.
 - b. Holiday Shift assignments will be determined by Central Scheduling using a ranking system.
 - i. In March of each year, Central Scheduling will send out a request for the Providers and DHMTs to rank 1-3 for the Summer Holidays they would like off.
 - ii. In August of each year, Central Scheduling will send out the request form for Winter holiday ranking.
 - iii. Please note, these rankings are Preferences and not guaranteed. Central Scheduling will use the Preference rankings to best assign Holiday staffing to meet patient care needs in our business.
 - c. New employees who start after July 4th or transition to a Full-Time status after July 4th will only be expected to work 2 holidays in that calendar year.
 - d. PTO requests for Holidays should be minimized and will be approved only after the Holiday assignment minimums are met.
 - e. If scheduled for a Holiday, the Provider or DHMT is expected to work or find coverage for their assigned Holiday Shifts using a Shift Trade.
 - f. All hours worked on the observed Holidays will be compensated at 1.5x the regular hourly rate as long as the scheduled Shifts directly preceding and following the Holiday are worked (i.e., if someone Calls Off for the Shift before or after the Holiday, but works the Holiday, they will receive their normal rate of pay for that Holiday Shift and not the Holiday pay of 1.5x regular hourly rate).
11. **Availability-** Each clinical teammate, including Lead APPs, will enter availability into the Scheduling Availability Form or email it to Central Scheduling quarterly at the start of each quarter. For any changes in your availability that happen outside of the normal quarterly update timeframe, please email your changes directly to your Lead APP and scheduler. Once approved by the market manager, Central Scheduling will make the necessary updates.
12. **Preferences-** All individual Preferences are due to Central Scheduling a minimum of 8 weeks ahead of the Scheduling Cycle. Specific due dates can be found in ShiftAdmin
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for a particular Scheduling Cycle, and it is the employees' responsibility to track the due dates to ensure submissions are done on time. As a courtesy, ShiftAdmin will also

send out reminders via email prior to a deadline closure. Each Full-Time Provider or DHMT will have the ability to submit 4 days per Scheduling Cycle that they would like to be scheduled around. If these Preferences conflict with the outlined requirements stated in the offer letter, letter agreement or this policy, the Preference will not be

taken into account (i.e., dropping below minimum Shifts, not working required weekends, etc.). Any Preferences not received by Central Scheduling by the due date will not be considered in the schedule for that Scheduling Cycle.

- a. Exceptions may be made for teammates who otherwise need special accommodations. It is the teammates' responsibility to work with school and other outside schedules to minimize the impact to their clinical responsibilities with DispatchHealth, and to implement Shift Trades when school or other schedules (e.g., tests) cannot be modified.

13. Paid Time Off- Full-Time clinical teammates accrue PTO and have the option of requesting time off. Requests for time off must be entered directly into ShiftAdmin by the due date for the Scheduling Cycle the time falls within to be considered for the schedule. Any time-off requests not received by the due date will not be considered and will be the responsibility of the teammate to arrange coverage through a Shift Trade. Time off requests are not guaranteed and will go through an approval process to ensure patient care needs of the DispatchHealth business can be met. If requesting PTO, you must have enough PTO to cover the time off requested.

- a. Once PTO is approved on the schedule it is the employees' responsibility to enter the PTO request into the payroll system to ensure they are paid for the time.

14. Vacation Time- Full-Time teammates can request vacation time which is defined as five (5) or more days off in a row, not to exceed two consecutive weeks. These requests are due a minimum of 8 weeks ahead of the Scheduling Cycle start. Do not book travel until you receive approval from Central Scheduling that your vacation request was approved. You must have enough PTO to cover the vacation time requested. Vacation time off should be planned according to typical seasonality as much as possible (i.e., plan vacation during the summer). Less PTO will be approved in the winter months and will be based on first come first serve.

15. Time Off- Clinical teammates that do not accrue PTO will enter time off into ShiftAdmin and these requests are due a minimum of 8 weeks ahead of the Scheduling Cycle to be considered for the schedule.





16. **Shift Trades-** Aside from legally protected leave and approved PTO or vacation, you are responsible for finding coverage for the scheduled Shift you are unavailable for. Place a Shift up for trade within ShiftAdmin directly. If the Shift is not picked up by someone else, it is your responsibility to show up for the scheduled Shift or follow the Call Off procedure with Central Scheduling if you are unable to work the Shift.
 17. **Market Assignment-** Providers and DHMTs may be scheduled to work in different market locations in an area (outside of a 40-mile range) based on business needs. Central Scheduling will assign market locations and will aim to not schedule teammates in a market beyond 40 miles from their regularly assigned market on a regular basis (>50% of Shifts). If travel is needed to a market location outside of their assigned home office, the Provider or DHMT will be permitted to submit actual mileage from home address to the different market location through Expensify for reimbursement. This does not apply to Ambassador APPs as >50% of their work required travel.
 18. **Call Offs-** Full-Time teammates that Call Off for a Shift will need to complete a Shift Trade for another shift in the same Scheduling Cycle or use PTO for the hours missed to ensure the Shift minimums for that Scheduling Cycle are met.
 - a. Paid Time Off (PTO) hours will be applied to the date which the employee was originally scheduled to work but Called Off.
 - b. Call Offs for reasons other than reasons protected by state sick leave need to be communicated to Central Scheduling a minimum of 2 hours prior to the start of the Shift to not count as an attendance occurrence.
 - c. If excessive Call Offs occur for a Provider or DHMT (defined as >1 sickness duration (except in states with protected sick leave) or unexpected life event) in a quarter, this will be escalated to Market Leadership for review and administrative action as deemed necessary.
 19. **Solo Shifts-** As defined above, some Service Lines will require Solo Shifts (without a DHMT) for all shifts. There are additional situations where Solo Shifts will be needed for Service Lines that do not typically run Solo (i.e., Full Acute). Providers that have been working with DispatchHealth for greater than three (3) months as Full Time Providers and are expected to be available and willing to do a Solo Shift on occasion for Full Acute shifts. Solo Shifts will be assigned by Central Scheduling as needed to meet patient care needs in our business (not to exceed >50% of Full Acute Care Service Line Shifts in the Scheduling Cycle).
 - a. If a DHMT Calls Off for a Full Acute Care or similar Service Line Shift that typically involves a two-person clinical team, the APP will be requested to work
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the Shift on a solo basis after other attempts to backfill the absent DHMT have been unsuccessful.

- b. At the effective date of this Policy, solo Shifts for Full Acute Shifts will be paid at a rate of 1.15x your regular hourly rate.
 - c. Solo Shifts will be removed from productivity bonus calculations for Acute Care service line services.
 - d. Communicate to Central Scheduling if you prefer to do >50% solo Shifts.
- 20. Car Teammates-** It is expected that all clinical teammates (Providers and DHMTs) be willing to ride and work alongside anyone assigned to a car. Central Scheduling will not schedule around personal preferences for car teammates. Any conflicts that arise between teammates should be escalated to the Market Manager for discussion and resolution.
- 21. Contract Changes-** Provider or DHMT initiated contract changes related to scheduling are limited to one (1) per calendar year and must be requested through the formal process at least 60 days in advance. Contract changes are not guaranteed and will be based on patient care needs in our business.
- 22. Attendance-** Please refer to the current version of the Dispatch Employee Handbook for information related to:
- a. Tardiness
 - b. Meal and Break Periods
 - c. Unplanned Early Leave
 - d. Unplanned Absence/Call Offs
 - e. No call, No show
 - f. On-Call Expectations
 - g. Pattern Absences
 - h. Exceptions
 - i. Corrective Action
- 23. State Specific Adjustments-** This policy sets forth standard practices and requirements, but its application or specific requirements may be modified to address state-specific regulatory requirements.

II. References and Resources

[13 Month Scheduling Cycle](#)

Revision Log

Date	Comment