



# **Employee Handbook**

June 2019

## WELCOME

It's a pleasure to welcome you to The Nurse Practitioner Group. As a new employee, it is important for you to be acquainted with the opportunities and benefits that are available to all of our employees.

Please read this handbook carefully and familiarize yourself with its contents. The information contained in this handbook is designed to make your association with The Nurse Practitioner Group a productive and pleasant experience.

If at any time you have questions concerning The Nurse Practitioner Group, its policies, practices and rules of conduct or your benefits, please talk to your Clinical Manager or contact a member of the Human Resources Department. They will be happy to help you.

Congratulations on your decision to join The Nurse Practitioner Group. We are pleased that you have chosen to be a part of our organization.

On behalf of everyone at The Nurse Practitioner Group, we extend a sincere welcome to you and wish you every success in your future with The Nurse Practitioner Group.

Sincerely yours,

*Stacey Santiago*

Stacey Santiago, MSN, FNP-BC  
President & CEO

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# **I. Introduction**

## **A. Introduction and Definitions**

Welcome to The Nurse Practitioner Group! We are delighted you have chosen to work at The Nurse Practitioner Group and we hope that you find your employment here to be a rewarding experience.

We are providing you with our employee handbook, which is also available on the web. This handbook is intended to inform you of the general policies and work practices of The Nurse Practitioner Group, LLC. (also referred to as The Nurse Practitioner Group or NPG). Please read it carefully and keep it for future reference. The handbook is a convenient source of information about The Nurse Practitioner Group, LLC, and its employment practices and procedures. The Nurse Practitioner Group will update the handbook as our Human Resources (HR) practices and procedures are modified. We will notify you of these changes by appropriate means as soon as possible.

This handbook is not a contract and is not intended to change any contract under which you are employed, or to modify in any way the current, "at-will" nature of your employment. "At-will" employment is explained later in this handbook.

The Nurse Practitioner Group would like to define the following terms used in the handbook:

- The term "employment" means your employment with The Nurse Practitioner Group.
- The term "Company" means The Nurse Practitioner Group.
- The term "employee" means the employees of The Nurse Practitioner Group.
- The term "The Nurse Practitioner Group senior management" means The Nurse Practitioner Group's President/CEO, COO and any manager to whom the President/CEO or COO have delegated relevant authority to make significant personnel decisions.

## **B. Human Resources Department**

As The Nurse Practitioner Group takes steps to continue to grow and prosper, we have been striving to make some positive changes for our employees. These changes will offer a broader range of administrative services and support, freeing up management resources to fully focus our time and energy on The Nurse Practitioner Group's core business operation. In doing so, we have hired Insuraty Inc. out of Bowie, Maryland. The phone number for Insuraty Inc's Human Resources Department (HR Department) is 301-249-9554, ext. 103.

**Insuraty Inc. is part of a growing industry of Human Capital Outsource Organizations.** They focus on reducing the liabilities of employing a workforce, and devote 100% of their time to providing top quality Human Resources support. Their support will allow us to focus on company growth, and permit us to spend more quality time with our employees and clients. They are our Off-On-Site Human Resources Department.

Here's how it works – The Nurse Practitioner Group will manage and supervise employee performance and direct the day-to-day workforce. HR Department is designed to be an invisible, unobtrusive human resources department. Their obligation will be to:

- Administer our health and welfare benefit plans,
- Handle all unemployment claims, workers' compensation claims, and coordinate legal assistance for employee legal issues, and
- Perform personnel administration services.

HR Department will support us with our day-to-day personnel administration. The following additional health and welfare benefits will be offered to all full time eligible employees:

- Employee Assistance Program
- 401K

### **C. Employment Categories**

Since all employees are hired for an unspecified duration, these categories do not guarantee employment for any specific length of time. Regardless of the category in which an employee falls, they are always an employee-at-will as stated in this handbook. For purposes of salary administration and eligibility for overtime payments and employment benefits, The Nurse Practitioner Group classifies its employees as follows:

#### **Full-Time Regular Employees**

Employees hired to work a normal, full-time, 25 hour or more work-week on a regular basis. Such employees may be "exempt" or "non-exempt" as defined below.

#### **Part-Time Regular Employees**

Employees hired to work fewer than 25 hours per week on a regular basis. Such employees may be "exempt" or "nonexempt" as defined below.

#### **Temporary Employee**

The employee is hired for a specific period of time, project, or assignment. The employee is paid a daily rate and is not eligible for benefits. Employees 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 employee will change from temporary to non-temporary status only if advised of such a change in writing from the HR department.

#### **Non-Exempt Employees**

Employees who are, among other things required to be paid overtime under State and/or Federal law.

#### **Exempt Employees**

Employees who are not required to be paid overtime, in accordance with the Fair Labor Standards Act or State law. Executives, professional employees, outside sales representatives, certain computer programmers, and employees in administrative positions are typically exempt.

You will be informed of your initial employment classification and of your status as an exempt or nonexempt employee in your offer letter. If you change positions during your employment

because of promotion, transfer, or otherwise, you will be informed by your Clinical Manager of any change in your exemption status. Please direct any questions regarding your employment classification or exempt status to your Clinical Manager or HR Team.

#### **D. Notice to Our Employees**

In drafting this Employee Handbook, we have avoided the use of specific gender pronouns whenever possible. However, where such avoidance would have led to very awkward sentences, we have used the masculine pronoun. This use should be considered to refer to both genders.

This employee handbook supersedes all previous employee handbooks, in addition to management memos that may have been issued on subjects covered herein.

#### **E. Change in Policy**

Since our business is constantly changing, we expressly reserve the right to change any of our policies, including those covered here, at any time. We will notify you of these changes by appropriate means. Changes will be effective on dates determined by The Nurse Practitioner Group and you may not rely on policies that have been superseded. No Clinical Manager or manager has any authority to alter the foregoing.

If you are uncertain about any policy or procedure, please check with your Clinical Manager or HR Specialist.

#### **F. History of The Nurse Practitioner Group**

The Nurse Practitioner Group started out as a two-person operation in a small clinic in the DC Metropolitan area, and has now expanded to over 30 cities, spanning multiple districts, with over 160 Providers to include Nurse Practitioners, Physicians, Clinical Psychologists, Audiologist, Medical and Administrative Assistants.

The Nurse Practitioner Group has grown to a solid network of multidisciplinary healthcare professionals who are prepared to deliver outstanding service to a wide variety of clients including the private sector, government and social service agencies.

We proudly stand at the forefront of the healthcare industry by providing our team and our clients with access to a contemporary staffing model that has proven to produce remarkable results for not only our clients but also for the individuals we serve.

#### **G. Mission and Vision Statements**

##### **Our Vision**

Building better workforce solutions and creating better work environments.

##### **Our Mission**

The Nurse Practitioner Group is guided by our commitment to excellence and compassion in all that we do. We provide quality healthcare within an innovative and cost-effective model that allows us to serve diverse communities for years to come.

## **Our Core Values**

**Leadership**- We lead through inspiration.

**Accountability**- We are responsible for our actions and the actions of our team.

**Integrity**- We say what we mean and we mean what we say.

**Quality**- We provide and deliver high quality solutions.

**Tenacity** - We never lose because we never quit.

## **II. Benefit Programs**

### **A. Group Medical, Dental, and Vision Insurance**

The Nurse Practitioner Group has group insurance plans including medical, dental and vision coverage for full-time eligible employees who have completed a new hire trial period [a summary of these different plans is available to every eligible employee]. Refer to the plan descriptions to choose the one that meets you or your family's needs the best.

You may also elect to include your spouse and/or dependents on these plans. This program provides you financial protection against the high cost of medical/hospitalization should you or your family suffers from serious personal illness or injury.

Explanation of these benefits and claim forms are provided in a separate summary plan description booklet made available by the insurance carrier. There are several options to consider, and you can choose the plan or plans that best meet you or your family's needs. Should you have further questions concerning this insurance, contact our HR Team at Insuraty Inc. Changes in benefits and/or premium may occur from time to time.

Coverage begins on the first day of the first calendar month in which you become eligible in the plan(s). Continuation of coverage may be available to you, your spouse, or your dependents upon termination [or for other cause] with The Nurse Practitioner Group [see COBRA plan].

### **B. Disability Benefits**

Long-term Disability (LTD) plans protect regular full-time and part-time employees (working over 30 hours per week) against loss of time in case of total or partial disability through sickness or after injury.

The Long Term Disability plan pays 60% of the base monthly salary (not including overtime, incentives, commissions, or bonuses) up to a maximum benefit of \$8,000 per month, less any amounts paid under Worker's Compensation laws. The eligibility period is 90 days. Worker's Compensation is the primary and dependent disability provision of Social Security, in addition to other sources enumerated in the basic contract may not exceed 60% of the monthly salary that is subject to contributions under this plan.

### **C. Continuation of Health Coverage under COBRA**

On April 7, 1986, a federal law was enacted [Public Law 99-272, title X] requiring that most employers sponsoring group health plans offer employees and their families the opportunity for a temporary extension of health coverage (called "continuation coverage") at group rates in certain instances where coverage under the plan would otherwise end. This notice is intended to inform

you, in a summary fashion, of your rights and obligations under the continuation coverage provisions of the new law. **[Both you and your dependent(s) should take the time to read this notice carefully.]**

If you are an employee of The Nurse Practitioner Group covered by the Group Medical, Dental and Vision Plan, you have the right to choose this continuation coverage if you lose your group health coverage because of a reduction in your hours of employment or the termination of your employment (for reasons other than gross misconduct on your part).

If you are the spouse of an employee covered by the Group Health Plan, you have the right to choose continuation coverage for yourself if you lose group health coverage under the Group Health Plan for any of the following four reasons:

1. The death of your spouse;
2. A termination of your spouse's employment (for reasons other than gross misconduct) or reduction in your spouse's hours of employment;
3. Divorce or legal separation from your spouse; or
3. Your spouse becomes entitled to Medicare.

In the case of a dependent child of an employee covered by the Group Health Plan, he or she has the right to continuation coverage if group health coverage under the plan is lost for any of the following five reasons:

1. The death of a parent;
2. A termination of a parent's employment (for reasons other than gross misconduct) or reduction in a parent's hours of employment with The Nurse Practitioner Group;
3. Parent's divorce or legal separation;
4. A parent becomes entitled to Medicare; or
5. The dependent child ceases to be a "dependent child" under the Group Health Plan.

Under the law, the employee or a family member has the responsibility to inform the Group Health Plan Benefits Administrator of a divorce, legal separation, or a child losing dependent status under Group Health Plan within 60 days of the date of the event or the date in which coverage would end under the Plan because of an event, whichever is later. HR Department has the responsibility to notify the Plan Administrator of the employee's death, termination, and reduction in hours of employment or Medicare entitlement. Similar rights may apply to certain retirees, spouses, and dependent children if your employer commences bankruptcy proceedings and these individuals lose coverage.

When the Benefits Administrator is notified that one of these events has happened, they will in turn notify you that you have the right to choose continuation coverage. Under the law, you have at least 60 days from the day you would lose coverage because of one of the events described above, or the date notice of your election rights is sent to you, whichever is later, to inform the Benefits Administrator that you want continuation coverage.

If you do not choose continuation coverage, your group health insurance coverage will end.

If you choose continuation coverage, The Nurse Practitioner Group is required to give you coverage, which, as of the time coverage is being provided, is identical to the coverage provided under the plan to similarly situated employees or family members. Under COBRA, an individual who is under an employer sponsored group health plan has the option to extend health benefits in situations where coverage might otherwise be lost. Such an individual is called a qualified beneficiary.

COBRA coverage is available for the following qualifying events:

1. If a covered employee is **terminated for any reason other than gross misconduct**, a qualified beneficiary (defined as a covered employee, the covered employee's spouse, and dependent children of the covered employee) may continue benefits for up to 18 months.
2. If a covered employee's **hours of employment are reduced below full-time status**, a qualified beneficiary (defined as a covered employee, the covered employee's spouse, and dependent children of the covered employee) may continue benefits for up to 18 months.
3. If a covered employee **becomes eligible for Medicare**, a qualified beneficiary (defined as the covered employee's spouse and dependent children of the covered employee) may continue benefits for up to 36 months.
4. If a covered employee **dies**, a qualified beneficiary (defined as the spouse of a covered employee and dependent children of the covered employee) may continue benefits for up to 36 months.
5. If a covered employee **divorces or becomes legally separated**, a qualified beneficiary (defined as the spouse of a covered employee and dependent children of the covered employee) may continue benefits for up to 36 months.
6. If the dependent child of a covered employee **loses eligibility for coverage under the plan as a "dependent child"**, a qualified beneficiary (defined as the dependent child of the covered employee) may continue benefits for up to 36 months.

The following extensions to COBRA coverage apply only if the qualifying event is either # 1 or # 2 as listed above:

- Coverage may be extended up to 29 months if the Social Security Administration determines any of the covered beneficiaries (as defined above) to be disabled. The disability has to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage.
- Coverage may be extended for up to an additional 18 months (for a maximum of 36 months) for the spouse of a covered employee and dependent children of the covered employee if a second qualifying event occurs during the first 18 months of continuation coverage. The first qualifying event must be listed above, and the second qualifying event must be:
  - a. Death of the covered employee; or
  - b. Divorce or legal separation from a covered employee; or
  - c. A dependent child losing eligibility for coverage under the plan as a "dependent child."

- Coverage may be extended up to a maximum of 36 months for the spouse of a covered employee and dependent children of the covered employee, if the first qualifying event is listed above, and the employee became eligible for Medicare less than 18 months before the qualifying event. In that case, COBRA continuation coverage lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which employment ends, COBRA continuation coverage for the covered spouse and covered dependent children would last 28 months after the date of the qualifying event (36 months minus 8 months).

If you are an employee participating in a health care reimbursement plan, such as a flexible spending arrangement (or health reimbursement FSA, which is funded in whole or in part through pre-tax payroll deductions), you, or your qualified beneficiaries, may have limited COBRA continuation coverage with respect to the health FSA. Your eligibility for this limited COBRA continuation coverage will be determined based on how much of your annual reimbursement amount has been distributed to you as of the date of the qualifying event. COBRA coverage will not be offered to you if you have “overspent” your excepted health FSA as of the date of your qualifying event. Also, the limited health FSA COBRA continuation coverage period available to qualified beneficiaries who have not over spent their health FSA ends as of the end of the Plan Year in which the qualifying event occurs.

The law also provides that your continuation coverage may be terminated for any of the following five reasons:

1. The Nurse Practitioner Group no longer provides group health coverage to any of its employees;
2. The premium for your continuation coverage is not paid on time;
3. You become covered under another group health plan, unless that plan contains any exclusions or limitations with respect to any pre-existing conditions you or your covered dependents may have.
4. You become entitled to Medicare;

You extended coverage for up to 29 months due to your disability and there has been a final determination that you are no longer disabled.

You do not have to show that you are insurable to choose continuation coverage.

However, under the law, you may have to pay the entire premium, for your continuation coverage. There is a grace period of at least 30 days for payment of the regularly scheduled premium.

The law also says that, at the end of the 18 months or 36 months continuation coverage period, you must be allowed to enroll in an individual conversion health plan provided under the current insurer’s medical plan.] If you have any questions about the law, please contact your HR Department. Also, if you have changed marital status, or you and your spouse have changed addresses, please notify your HR Department.

## **D. HIPAA**

The Health Insurance Portability and Accountability Act of 1996 is another law that has provisions that may affect decisions you make about your participation in the Group Health Continuation Plan.

The new provisions, generally effective January 1, 1997, fall into these areas:

- Under previous law, only employees who were fully disabled at the time of their termination or reduction of hours and receiving disability payments from the Social Security Administration were entitled to up to 29, rather than 18, months of continuation coverage. Under the new law, dependents of employees may receive the eleven-month continuation coverage extension, and both employees and dependents may qualify for the extension if their disability exists within the first sixty days of continuation coverage under the COBRA law.
- Individuals covered under COBRA will be able to change their coverage status upon the birth or adoption of a child.
- COBRA coverage can be terminated if a qualified beneficiary becomes covered under another group health plan, regardless of certain pre-existing condition clauses.
- If you exhaust your 18-, 29-, or 36-month COBRA continuation coverage in our employer-sponsored health benefit plan(s) and are employed at that time, your new employer may establish a special enrollment period for you.
- The new law was enacted to stimulate portability of health benefits, but it states that any break in your continuing health coverage of more than 63 days may subject you and/or your dependents to up to twelve months of preexisting condition exclusions by a new group or individual health plan in which you enroll. Upon the conclusion of your continuation coverage, we will provide you with a "Coverage Certification" which will describe the term of your coverage in our Plan(s) for future health insurance sponsors.

As of April 14, 2003, the HIPAA Privacy Rule for the first time creates national standards to protect individuals' medical records and other personal health information.

- It gives patients more control over their health information.
- It sets boundaries on the use and release of health records.
- It establishes appropriate safeguards that health care providers and others must achieve to protect the privacy of health information.
- It holds violators accountable, with civil and criminal penalties that can be imposed if they violate patients' privacy rights.

And it strikes a balance when public responsibility supports disclosure of some forms of data – for example, to protect public health.

For patients, it means being able to make informed choices when seeking care and reimbursement for care based on how personal health information may be used.

- It enables patients to find out how their information may be used, and about certain disclosures of their information that have been made.
- It generally limits release of information to the minimum reasonably needed for the purpose of the disclosure.
- It generally gives patients the right to examine and obtain a copy of their own health records and request corrections.
- It empowers individuals to control certain uses and disclosures of their health information.

If you have any questions about these changes in coverage described above, please contact your HR Specialist at HR Department.

### **E. 401(K)**

Employees age 21 or older are eligible to participate in the 401(k) retirement savings plan. Contributions are made per pay period. Entrance to plan is on a monthly basis. Employees may contribute between 1% and 80% of pay, in increments of 1%, up to the IRS maximum annual cap. 401(k) plans permits participants who have reached age 50 by the end of the plan year to make annual catch-up contributions. Catch-up contributions are permitted once the participant has hit the annual 402(g) dollar limit, ADP limit or other imposed limit on elective deferrals for the plan year. Additional Catch-up contributions are limited to: \$5,000 in 2007 and thereafter. In accordance with the Plan, Employee Deferral Contributions shall be permitted on a pre-tax basis to a Traditional 401(k) account. Also, in accordance with the Plan, Employee Deferral Contributions shall be permitted on a post-tax basis to a Roth 401(k) account. New participants may roll over assets from former qualified plans into this 401(k) Plan.

## **III. Miscellaneous Benefits**

### **A. Employee Assistance Plan**

Everyone has worries from time to time. When concerns in your personal life, or at work, are beginning to weigh you down, call our EAP. The professional counselors are available 24-hours per day to help you and your family members sort things out at no cost to you. Information on the EAP is given in orientation, and depending on your situation, the counselor may:

- Help you devise a plan to solve your problem
- Refer you to a local professional for in-person help
- Tell you about helpful resources in your community

The EAP can help in a wide range of issues, including, but not limited to:

- Marriage or relationship problems
- Emotional distress
- Parenting challenges

- Stress management
- Grief and loss
- Conflict resolution
- Financial worries
- Personal legal issues (not against employers or health plans)

If you need to contact the EAP supported by United Health Care; you can reach them at 1-866-432-5992.

## **B. Workers' Compensation**

The Nurse Practitioner Group provides workers' compensation benefits to employees for job related injury or illness. This insurance provides for medical care and temporary disability, and benefits for permanent disability.

Creating a safe place to work, free of accidents, is everyone's concern. If you become injured or ill on the job, you are to report immediately to your Clinical Manager. Your Clinical Manager will complete an "Employer First Report of Injury" which must be submitted to HR Department's HR Team, or a place designated by Insuraty Inc., within twenty-four (24) hours following the accident or illness. Medical care will be provided as required by workers' compensation statutes. If you fail to report an accident that develops into a "lost time accident" at a later date, you may have difficulty in obtaining workers' compensation benefits. No matter how insignificant an injury may seem at the time of occurrence, you should notify your Clinical Manager immediately.

Workers' compensation insurance does not cover the payment of workers' compensation benefits for any injury that arises out of your voluntary participation in any off duty recreational, social, or athletic activity that is not a part of your work related duties

## **C. Unemployment Insurance**

You are covered by state and federal unemployment insurance. The contribution to this benefit requires no payroll deduction on your part. You are entitled to this plan if you become unemployed through no fault of your own. Information about unemployment insurance can be obtained from HR Department's HR Team.

## **D. Social Security**

You are covered under the provisions of the Federal Insurance Contribution Act (FICA). Social Security benefits are often a significant influence for you and your family in preparing for the future. The amount of deduction from your wages is matched by the firm and credited toward your Social Security benefits. If you need assistance, contact either your HR Department or your local Social Security office for further details.

## **IV. Pay and Hours**

### **A. Hours of Work**

All full time employees are expected to work a minimum 25 hours per week. The workweek is Monday - Friday for purposes of calculating overtime. Employees are allotted up to one hour for lunch each day unpaid, in addition to the eight hours worked. Check with your Clinical Manager to confirm your working hours.

In order to allow employees to plan for time off, it will be our practice to notify you of changes to your work schedule, not availability, as far in advance as possible.

### **B. Time-Keeping for Payroll**

Each department manager is responsible for tracking time for all nonexempt personnel under their supervision. The timesheet is used for payroll records, which must be maintained accurately at all times. Each employee is expected to keep a daily timesheet. Any discrepancies between the two documents should be resolved by the Clinical Manager/manager before transmittal to the Payroll Specialist for payment.

If you cannot be at work due to sickness, jury duty, or other excusable circumstances, or if you will be late arriving to work, notify your Clinical Manager, in advance if possible. In the event of a disabling sickness or accident while performing your duties, notify your Clinical Manager immediately. Your Clinical Manager will see that your time out is noted on your timesheet.

### **C. Overtime Pay**

Employees who are exempt under both the Fair Labor Standards Act and applicable state law are not entitled to overtime pay. Only nonexempt employees qualify for overtime pay. Overtime pay is based on hours actually worked per workweek in accordance with state and federal requirements. Employees will clock in and out for time tracking.

### **D. Your Salary**

The Nurse Practitioner Group has a goal of providing you with a fair and equitable salary for the job you perform. Raising wages depends on job responsibilities, ability to get along with other workers, your performance, and willingness to cooperate and accept supervision, attendance, and other job-related factors.

### **E. Payroll Deductions**

The Nurse Practitioner Group is required by law to recognize certain court orders, liens, and wage assignments. When The Nurse Practitioner Group receives a notice of a pending garnishment or wage assignment, we will inform the employee of our receipt of the garnishment and process appropriate deductions and payments.

The Nurse Practitioner Group is required to make proper deductions from your earnings on your behalf. Amounts withheld vary according to how much you earn, your marital status, government

employment regulations, among other factors. These mandatory deductions are made until the maximum amount is reached. Mandated withholdings include some of the following:

- Federal Income Tax
- State Income Tax
- Social Security
- Disability Insurance

Other deductions may be made from your paycheck with your permission, including:

- Credit Union
- Dependent Health Insurance Coverage
- Vision Benefits
- Dental Care
- Other Services Requested by the Employee

## **F. Payday**

The Nurse Practitioner Group's pay cycle for each employee is on a bi-weekly pay period as indicated on your "Conditions of Employment." Payments will be made via direct deposit. Pay stubs can be viewed and printed using the ADP app. The Nurse Practitioner Group does not provide any payroll advances or extend credit to employees. If you experience issues with your direct deposit, notify your Payroll Specialist IMMEDIATELY.

## **G. Administrative Pay Corrections**

The Nurse Practitioner Group takes all reasonable steps to assure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, you should promptly bring the discrepancy to the attention of your Payroll Specialist so that corrections can be made as quickly as possible. Corrections of paychecks will be made in the next regular paycheck.

## **H. Administrative Pay**

*"Administrative time"* is defined as additional time required to complete an order beyond 2 business days. Administrative time can only be requested after submission of the order. Payment for administrative time is considered on a case by case and is not guaranteed. Factors include, but are not limited to, case load, complexity of the order, subsequent schedule of exams for up to 2 days business following the date in question. All requests should be submitted to the clinical manager within 24 hours of submission of order. The request is to include: the date of service, order number, the reason for request, and number of additional hours it took to complete the exam.

*“Administrative Day”* is defined as an additional 1/2 day or full day granted for the purpose completion of documentation, reviews, and additional administrative tasks. An Administrative day is approved in advance and is typically used when the office will be closed for inclement weather. It may be granted for additional purposes at the discretion of management.

Both administrative time and administrative day must be approved by the end client.

## **I. Absenteeism and Tardiness**

Absenteeism and tardiness represent a serious loss to you and your company. If you are absent, others have to do your part, and work scheduling becomes difficult and imposes a hardship on your coworkers. It is important that you be at work at your appointed time every day you are scheduled.

If you are absent for more than three consecutive workdays, a statement from a physician may be required before you will be permitted to return to work.

If you are going to be absent or late, you must report to your Clinical Manager before this happens. If you fail to report to work for three consecutive scheduled working days without proper notification, your Clinical Manager will consider you to have “abandoned” your job and you will be considered a voluntary resignation.

## **V. Time Away From Work**

### **A. Leave of Absence**

The Nurse Practitioner Group’s policy for leave, bereavement, or other leaves of absence is described in greater detail below. Unpaid leave is acceptable up to 4 weeks per year. Accordingly, you are encouraged to schedule leave request with your Clinical Manager with at least 4 weeks notice.

In the event of illness, a notification from your doctor may be required before returning to work after an absence of longer than three days.

### **B. Sick Leave**

For specific sick leave information, please contact our HR Team .

All leave shall be requested in writing and scheduled in advance with the employee’s immediate Clinical Manager to ensure that any leave does not conflict with job requirements. When scheduling time, employees must give at least a 24-hour notice to their Clinical Manager so that business requirements can be fulfilled in their absence. It is the responsibility of the employee to confirm with the immediate Clinical Manager that sufficient leave has accrued before requesting leave.

## **C. Holidays**

The office will be closed on the following holidays. Please note that these days are **NOT** paid holidays.

### **Ten holidays are observed by The Nurse Practitioner Group each year:**

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day & Day after Thanksgiving
- Christmas Day

## **D. Inclement Weather**

Essentially, your safety and the safety of our patients is important. If the office has closed the office due to inclement weather, this can typically be used as an administrative day, if approved, to complete any outstanding exams. If the office has not been closed, but you are unable to commute to work due to unsafe weather conditions, please notify your manager immediately. This would be considered an unscheduled day off without pay.

## **E. Jury and Witness Duty**

You may be granted time off, as requested by the court, to serve as juror or witness. If your job is considered essential, your Clinical Manager reserves the right to request the court to have you excused.

If you are required by law to appear in court as a witness, you may take unpaid time off provided you arrange this with your Clinical Manager in advance.

## **F. Voting Time**

You are encouraged to vote in local, state, and federal elections. In most instances, you can vote before or after working hours.

## **G. Lactation Break**

The Nurse Practitioner Group will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid. The Nurse Practitioner Group will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, for the employee to express milk in private.

Employees should notify their immediate Clinical Manager or the your HR Department to request time to express breast milk under this policy. The Nurse Practitioner Group does, however, reserve the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations.

## **H. Military and the National Guard**

As a member of the United States Military Reserve or National Guard, you may be required to take time off to meet annual minimum active training requirements. Contact your Clinical Manager in advance with your request for time off.

## **I. Medical and Dental Appointments**

Medical and dental appointments should be scheduled around your assigned work schedule. If this is impossible, talk to your Clinical Manager to make special arrangements.

# **VI. General Employment Information**

## **A. Employment at Will**

Each employee of The Nurse Practitioner Group is an at-will employee. This means that you may leave your employment at any time, with or without cause, and with or without prior notice, although The Nurse Practitioner Group does request adequate advance notice when possible. Likewise, you may be discharged with or without cause, and with or without prior notice at any time but The Nurse Practitioner Group will try to provide advance notice when possible.

Further, no representative of The Nurse Practitioner Group, other than the President, has the authority to enter into an agreement of employment for any specified period of time or to make any agreement contrary to the foregoing and any agreement with the President must be in writing, signed, and dated to be binding.

This lack of guarantee and lack of employment contract also applies to other benefits, working conditions, and privileges of employment with The Nurse Practitioner Group.

## **B. Equal Employment Opportunity**

The Nurse Practitioner Group provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability, or status as a Vietnam-era or special disabled veteran in accordance with applicable federal and state laws. In addition, The Nurse Practitioner Group complies with applicable state and local laws governing nondiscrimination in employment in every location in which The Nurse Practitioner Group has facilities. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

The Nurse Practitioner Group expressly prohibits any form of unlawful employee harassment based on race, color, religion, sex, national origin, age, disability, or status as a Vietnam-era or special disabled veteran. Improper interference with the ability of The Nurse Practitioner Group's employees to perform their expected job duties is not tolerated.

## **C. Americans with Disabilities Act (Title I)**

Private employers, state and local governments, employment agencies, labor unions, and joint labor-management committees must comply with Title I of the ADA. Title I prohibits covered employers from discriminating against a "qualified individual with a disability in any term, condition or privilege of employment." A qualified individual with a disability is an individual with a disability, who meets the skill, experience, education, and other job-related requirements of a position held

or desired, and who, with or without reasonable accommodation, can perform the essential functions of a job.

A qualified employee with a disability is encouraged to request an accommodation if needed to perform the job tasks more effectively. Make your request to your Manager, who will then meet with you to discuss your disability in relation to the duties of your job. The Nurse Practitioner Group has adopted the following definitions of “disability” as provided by the Americans with Disabilities Act:

**Individual with a disability** means any person who:

- Has a physical or mental impairment which substantially limits one or more of such person’s major life activities;
- Has a record of such impairment; or
- Is regarded as having such impairment.

**Substantially limits** means:

- Unable to perform a major life activity that the average person in the general population can perform;
- Significantly restricted as to the condition, manner, or duration under which an individual can perform a particular major life activity as compared to the condition, manner, or duration under which the average person in the general population can perform that same major life activity; or
- Significantly restricted in the ability to perform either a class of jobs or a broad range of jobs in various classes as compared to the average person having comparable training, skills, and abilities. The inability to perform a single, particular job does not constitute a substantial limitation in the major life activity of working.

**Major life activities** means:

- Functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

Further information about the ADA can be obtained from your HR Specialist.

#### **D. Drug-Free Workplace Statement**

The Nurse Practitioner Group complies with the Drug-Free Workplace Act concerning drugs in the workplace:

- Employees are expected and required to report to work on time and in appropriate mental and physical condition for work. It is our intent and obligation to provide a drug-free, healthful, and safe work environment.
- The unlawful manufacture, distribution, possession or use of a controlled substance on The Nurse Practitioner Group’s premises or while conducting The Nurse Practitioner Group’s business off its premises is absolutely prohibited. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.

- Employees must report any conviction under a criminal drug statute for violations occurring on or off The Nurse Practitioner Group's premises while conducting company business. A report of a conviction must be made within seven (7) days after the conviction.
- The Nurse Practitioner Group recognizes drug dependency as an illness and a major health problem. The Nurse Practitioner Group also recognizes drug abuse as a potential health, safety and security problem. Employees needing help in dealing with such problems are encouraged to use our employee assistance program and health insurance programs. (Further information about these programs are available from the HR Specialist.) Conscientious efforts to seek such help will not jeopardize any employee's job and will not be noted in any personnel record.
- The Nurse Practitioner Group may require that an employee submit to drug and/or alcohol testing where permitted by law, including but not limited to where there is a reasonable suspicion that an employee has violated the Drug-Free Workplace policy and on a random or periodic basis in cases where employees work in safety sensitive positions.

## **E. Immigration and Employment Eligibility**

In compliance with the Immigration Reform and Control Act of 1986, The Nurse Practitioner Group will hire only those individuals who are authorized to work in the United States. All individuals will be required to submit documentary proof of their identity and employment authorization. Employees will also be required to complete, and sign under oath, **Department of Homeland Security Form I-9**. Form I-9 requires you to attest that you are authorized to work in the job for which you are hired and that the documents you submit are genuine.

If you are authorized to work in this country for a limited period of time, before the expiration of that period you will be required to submit proof of your employment authorization and sign another Form I-9 in order to remain employed by The Nurse Practitioner Group.

## **F. Unlawful Harassment and Unlawful Discrimination**

The Nurse Practitioner Group is committed to providing a work environment free of unlawful discrimination and unlawful harassment based on race, religion, color, sex, gender identity, sexual orientation, national origin, ancestry, citizenship status, uniform service member status, marital status, pregnancy, age, protected medical condition, genetic information, disability or any other category protected by applicable state or federal law. Our Company's environment encourages mutual respect, promotes respectful and congenial relations between co-workers, including all levels of management, vendors and customers. Unlawful harassment is strictly prohibited under Title VII of the Civil Rights Act of 1964. The Nurse Practitioner Group will not tolerate such conduct. In keeping with this commitment, The Nurse Practitioner Group will vigorously enforce its policy against: unlawful harassment and unlawful discrimination.

All reported or suspected occurrences of unlawful harassment will be promptly and thoroughly investigated. Where harassment is determined to have occurred, The Nurse Practitioner Group will immediately take appropriate disciplinary action, including written warnings and possible suspension, transfer and/or termination.

The Nurse Practitioner Group will not permit or condone any acts of retaliation against anyone who files harassment complaints or cooperates in the investigation of same.

1. The term “harassment” includes but is not limited to unwelcome slurs, jokes, verbal, graphic or physical contact relating to an individual’s race, religion, color, sex, gender identity, sexual orientation, national origin, ancestry, citizenship status, uniform service member status, marital status, pregnancy, age, protected medical condition, genetic information, disability or any other category protected by applicable state or federal law.
2. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of sexual nature where:
  - a) Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
  - b) Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
  - c) Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
3. The term “harassment” may also include conduct of employees, Clinical Managers, vendors and/or customers who engage in verbally or physically harassing behavior which has the potential for humiliating or embarrassing an employee of The Nurse Practitioner Group.

### **Complaint Procedure**

The Nurse Practitioner Group provides its employees with a convenient and reliable method for reporting incidents of harassment, including sexual harassment.

Any employee who feels that they have been or are being harassed, or discriminated against, is encouraged to immediately report the unwelcome conduct to their immediate Clinical Manager, or NPG Senior Leadership, or if necessary for resolution, to the Human Resources Department. The report should include all facts available to the employee regarding the harassment. To contact HR Department, call (301) 249-9554. Employees are directed to immediately contact your HR Department in any instance in which they feel that a complaint has not been adequately addressed by their Clinical Manager or anyone else to whom they have complained regarding harassment.

Your notification of the problem is essential to us. We cannot help resolve a harassment problem unless we know about it. Therefore, it is your responsibility to bring your concerns and/or problems to our attention so that we can take whatever steps are necessary to address the situation. The Nurse Practitioner Group takes all complaints of unlawful harassment seriously and will not penalize you or retaliate against you in any way for reporting a harassment problem in good faith.

### **Confidentiality**

All complaints of unlawful harassment which are reported to management will be treated with as much confidentiality as possible, consistent with the need to conduct an adequate investigation.

### **Investigation Procedure**

Once a complaint is received, The Nurse Practitioner Group will begin a prompt and thorough investigation. The investigation may include interviews with all involved employees, including the alleged harasser, and any employees who are aware of facts or incidents alleged to have occurred.

Once the investigation is completed, a determination will be made regarding the validity of the harassment allegations. If it is determined that harassment has occurred, prompt remedial action will be taken. These may include some or all of the following steps:

1. Restore any lost terms, conditions of benefits of employment to the complaining employee.
2. Discipline the harasser. This discipline can include written disciplinary warnings, transfer, demotion, suspension, and termination.

If the harasser is from a vendor or customer, The Nurse Practitioner Group will take appropriate action to stop the complained of conduct.

### **Duties of Employees and Clinical Managers**

All employees of The Nurse Practitioner Group, both management and non-management, are responsible for assuring that a workplace free of unlawful harassment is maintained. Any employee may file a harassment complaint regarding incidents experienced personally or incidents observed in the workplace. The Nurse Practitioner Group strives to maintain a lawful, pleasant work environment where all employees are able to effectively perform their work without interference of any type and requests the assistance of all employees in this effort.

All Company Clinical Managers and managers are expected to adhere to The Nurse Practitioner Group's anti-harassment policy. Clinical Managers' evaluations may include an assessment of the Clinical Manager's efforts in following and enforcing this policy.

All Clinical Managers are responsible for doing all they can to prevent and discourage unlawful harassment from occurring. If a complaint is raised, Clinical Managers are to act promptly to notify the Human Resources Department of the complaint so that Human Resources may proceed with an investigation. If a Clinical Manager fails to follow this policy, he or she will be disciplined. Such discipline may include termination.

If a solution is not reached, you and the Co-Employer or his or her representative can appeal to the President of Insuraty Inc. and the dispute will be forwarded to Mediation and Arbitration.

## **G. Policy Against Retaliation**

The Nurse Practitioner Group is committed to prohibiting retaliation against those who report, oppose, or participate in an investigation of alleged wrongdoing in the workplace. By way of example only, participating in an investigation of alleged wrongdoing in the workplace, includes, but is not limited to:

- Filing a complaint with a federal or state enforcement or administrative agency;
- Participating in or cooperating with a federal or state enforcement agency that is conducting an investigation of The Nurse Practitioner Group regarding alleged unlawful activity;
- Testifying as a party, witness, or accused regarding alleged unlawful activity;

- Associating with another employee who is engaged in any of these activities; • Making or filing an internal complaint with The Nurse Practitioner Group regarding alleged unlawful activity;
- Providing informal notice to The Nurse Practitioner Group regarding alleged unlawful activity.

The Nurse Practitioner Group strictly prohibits any adverse action/retaliation against an employee for participating in an investigation of any alleged wrongdoing in the workplace. If you feel that you are being retaliated against you should immediately contact your immediate Clinical Manager, Senior Leadership, or if necessary, the Human Resources Department. The report should include all facts available to the employee regarding the alleged harassment. To contact the HR Department, call (301) 249-9554.

In addition, if you observe retaliation by another employee, Clinical Manager, manager or nonemployee, please report the incident immediately to your immediate Clinical Manager, Senior Leadership or if necessary, the Human Resources Department. The report should include all facts available to the employee regarding the alleged harassment. To contact the HR Department, call (301) 249-9554.

Any employee determined to be responsible for violating this policy will be subject to appropriate disciplinary action, up to and including termination. Moreover, any employee, Clinical Manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including termination.

## **H. Safety and Accident Prevention**

Safety is a vital concern of The Nurse Practitioner Group. The ultimate responsibility for safety lies with you. We need your help in promoting safety and the prevention of accidents by observing the following common sense rules.

### **Responsibilities of the Employee:**

- Obeys the safety rules.
- Follows safe job procedure. Never takes shortcuts.
- Keeps work area clean and free from slipping or tripping hazards.
- Uses prescribed personal protective equipment.
- Reports all malfunctions of equipment immediately to Clinical Manager.
- Lifts and carries with care.
- Observes restricted areas and all warning signs.
- Knows emergency procedures.
- Reports unsafe conditions to his/her Clinical Manager.
- Promptly reports every accident and incident to his/her Clinical Manager.
- Follows the care prescribed by the attending physician when treated for an injury or illness.
- Attends all employee safety meetings.
- Participates in accident investigations, serves on the safety committee or other loss control activities as needed.

Failure to observe these guidelines may result in disciplinary action, up to and including termination of employment.

## **I. Performance Reviews**

Your Clinical Manager will be assessing your effectiveness in performing your work. These reviews are used to provide you with an opportunity to talk about the job and your personal goals. Performance reviews do not necessarily result in merit increases.

A formal evaluation of each employee will be performed on a regular basis. The evaluation will be conducted by your Clinical Manager and will be reviewed with you. Any areas of specific achievement or need for improvement will be noted and discussed with you thoroughly. Where improvement is needed, you will receive specific instructions as to the problem, methods of improvement, and a time frame during which you will be expected to correct the problem.

## **J. Examinations**

All exams must be completed and signed within 1-2 business days of examining the patient. The only exception to this rule is if you are waiting on ancillary test results that you have ordered, to complete your exam. Once results have been received or if a Clinical Review Modification had been requested on one of your exams, the expectation is that you review and complete any edits, enter test results and sign/submit your exam within 1 business day. Failure to comply could result in disciplinary action. (Please see Disciplinary Guidelines)

## **K. Pay Transparency**

The Company will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. 41 CFR 60-1.35(c).

## **L. Advancement and Promotion**

The Nurse Practitioner Group prefers to promote employees from within the current workforce whenever a vacancy arises.

In making advancement to better jobs and in filling newly created jobs, the skill, ability, cooperation and initiative of the individual will receive major consideration. The final decision on applicants will be based upon the overall qualification of the applicant and the recommendation of the applicant's department manager.

## **M. Layoffs Due to Lack of Work**

The Nurse Practitioner Group attempts to maintain a stable workforce. However, business conditions sometimes change to a point that there is not enough work to keep all employees on the payroll. Should such a situation occur, the work force might be reduced by laying off the number of employees over and above those needed to perform the work available.

Layoffs will be determined by the ability of the affected employees to adequately perform the available work with a minimum amount of retraining. Length of service and attendance or tardiness records will be considered where relative ability is equal.

## **N. Resignation**

If you find it necessary to resign, you are requested to give advance notice in writing to your Clinical Manager indicating the last day you will be working. A two-week notice is appreciated. Resigning without notice will affect future re-hire decisions, if any. Final paychecks for employees who quit without notice are mailed to the most recent address on file with the personnel office.

## **VII. Employee Conduct**

### **A. Guidelines for Appropriate Conduct**

As an integral member of The Nurse Practitioner Group team, you are expected to accept certain responsibilities, adhere to acceptable business principles in matters of conduct, and exhibit a high degree of integrity at all times. This not only involves sincere respect for the rights and feelings of others, but also demands that you refrain from any behavior that might be harmful to you, your coworkers, or The Nurse Practitioner Group, or that might be viewed unfavorably by current or potential customers or by the public at large.

Your conduct is a reflection of The Nurse Practitioner Group. You are consequently encouraged to observe the highest standards of professionalism at all times.

#### **Types of behavior and conduct that The Nurse Practitioner Group considers inappropriate include, but are not limited to, the following:**

- Falsifying employment or other Company or client company records;
- Violating The Nurse Practitioner Group's nondiscrimination and/or sexual harassment policy;
- Soliciting or accepting gratuities from customers or clients;
- Excessive absenteeism or tardiness;
- Excessive, unnecessary, or unauthorized use of Company or client company property and supplies, particularly for personal purposes;
- Reporting to work under the influence of drugs or alcohol, and the illegal manufacture, possession, use, sale, distribution or transportation of drugs;
- Bringing or using alcoholic beverages on The Nurse Practitioner Group and/or client company property or using alcoholic beverages while engaged in Company and/or client company business off The Nurse Practitioner Group or client companies' premises, except where authorized;
- Fighting or using obscene, abusive, or threatening language or gestures;
- Theft of property from coworkers, customers, or The Nurse Practitioner Group and/or client company;
- Unauthorized possession of firearms on The Nurse Practitioner Group and/or client company premises or while on Company and/or client company business;
- Disregarding safety or security regulations;
- Insubordination; and,

- Failing to maintain the confidentiality of The Nurse Practitioner Group, customer, or client information.

Should your performance, work habits, overall attitude, conduct, or demeanor become unsatisfactory based on violations of the above or of any other Company policies, rules, or regulations, you will be subject to disciplinary action, up to and including termination.

## **B. Disciplinary Guidelines**

It is the policy of The Nurse Practitioner Group to have an environment where employees receive fair treatment in the form of rewards for positive contributions as well as discipline for inadequate performance and/or unacceptable behavior. The Nurse Practitioner Group seeks, as its primary objective, to enforce discipline as a corrective measure when practical. However, immediate termination of an employee, without prior warning, may be justified due to the serious nature of particular action. In any event, no policy or disciplinary guideline set forth herein is intended to alter the at-will status of employees.

The Nurse Practitioner Group may, at its sole discretion, use the following discipline schedule for violations of company policy. In utilizing this schedule, The Nurse Practitioner Group seeks to apply disciplinary actions proportionate to the employee's infraction and where practical, allow the employee to eliminate the unacceptable behavior, thereby avoiding more serious disciplinary actions. However, The Nurse Practitioner Group reserves the right to terminate an employee for violating this policy without having previously taken disciplinary action.

The following steps are provided as general guidelines which may be applied to accomplish the objectives of this policy:

**Verbal Warning** - when a Clinical Manager recognizes performance behavior that is unacceptable, he or she should advise the employee that corrective action is required. Specific corrective measures should be identified by the Clinical Manager and acceptable standards of performance/behavior reiterated to the employee. In most cases notes should be kept in the employee's file of any verbal warnings with specifics on the conversation.

**Written Warning** - in the event an employee has not corrected unacceptable performance/behavior or where the infraction is of such a serious nature as to warrant immediate written warning, the immediate Clinical Manager may provide the employee with a written warning documented on our Employee Warning Notice form. The written warning will include the specific performance/behavior deficiencies and identify necessary corrective action with an appropriate timetable for accomplishing these actions. **Any form of written warning must be reviewed and approved by the CEO or COO prior to a Clinical Manager delivering to the employee.**

Once the employee has read a written warning, the Clinical Manager should have the employee sign it to acknowledge receipt. The Clinical Manager will send the original copy to the HR Department for inclusion in the employee's personnel file. Should an employee refuse to sign a written warning the Clinical Manager should note this on the document by writing "Employee Refused to Sign". Place the date of the refusal on the document and then sign next to the date.

**Probation** - probation is intended as a final warning notice to an employee that if immediate corrective action is not taken, the employee will be terminated. This action is documented on our

Statement of Reprimand form. Management may place an employee on probation in instances where he/she has failed to correct unacceptable performance/behavior or where the nature of an individual infraction is of such a serious nature as to warrant immediate probationary status. An employee will normally be placed on probationary status for between 30 and 90 calendar days. An employee placed on probation will be given a memorandum from his/her immediate Clinical Manager specifying the terms and conditions for continued employment. Handling and approvals for this memo follow the procedure for written warnings outlined above.

**Termination** - an employee may be terminated who has failed to correct unacceptable performance/behavior or who, in management's judgment has committed an infraction of such a serious nature as to warrant immediate termination. An employee terminated under this policy will be informed in writing by HR of the effective date of termination as well as the employee's rights regarding insurance plan continuation. An employee terminated under this policy is not eligible for severance benefits and is not entitled to advance notice.

It would be impractical to attempt to list the various infractions subject to disciplinary procedures. Employees are expected to competently fulfill their job obligations while conducting themselves in a professional businesslike manner, exercising honesty and respect when interacting with others, and while fulfilling their obligations to follow the policies and practices of The Nurse Practitioner Group and the direction of management.

### **C. Addressing Grievances**

The Nurse Practitioner Group is available to help you resolve workplace problems. If you have a work related problem, it should first be discussed with your Clinical Manager, if practicable, and then with your HR Team so that it can be resolved quickly. It is helpful if the details of the problem are outlined in writing to the HR Generalist at the HR Department.

Either the HR Department or your Clinical Manager will strive to provide a written response to any grievance within seven (7) calendar days, although complex situations may require more time. If you are unsatisfied with the response, you may present the situation to the HR Department for review and discussion with The Nurse Practitioner Group management further consideration.

### **D. E-Mail and Internet**

Specifically, The Nurse Practitioner Group strictly prohibits any display or transmission of sexually explicit images, message, or cartoons, or any transmission or use of e-mail communications that contain ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on their race, national origin, sex, age, disability, or religious or political beliefs. Violation of this policy will result in appropriate disciplinary action, up to and including termination.

For privacy reasons, employees should not attempt to gain access to another employee's personal file of e-mail messages without the latter's express permission. However, as noted, employees should be aware that, with respect to The Nurse Practitioner Group, they do not possess any privacy rights in messages sent or received on the electronic mail system.

## **E. Cell Phones**

Cell phone ringers should remain in the “off” position or on “vibrate” while on company premises so as to deter needless distractions to other employees, clients, or customers. The policy on Personal Phone Calls should also be noted as personal phone calls regardless of communication mode (company phone, personal cell phone, etc) are to be minimal.

**There are no exceptions to this policy.**

## **VIII. Other Guidelines**

### **A. Appearance**

You create the image many people will have about The Nurse Practitioner Group or business where you work. Check your appearance before reporting to work. You should utilize good judgment in determining your dress and appearance. A well-groomed appearance and good body hygiene is important and gives confidence to your overall effectiveness.

Your Clinical Manager may establish specific guidelines for your appearance and dress code policy.

Some general guidelines for business casual are as follows:

#### **CASUAL BUSINESS ATTIRE**

Casual business attire is permitted Monday through Friday. These days and occasions are subject to change from time to time as necessary. Identification badges must be worn at all times. White lab coats are required.

#### **Females**

Appropriate attire includes slacks, khakis, blouses/shirts, fitted sweaters, polo shirts, hosiery/socks, and appropriate shoes. Shorts, athletic attire, T-shirts, tennis shoes, or any other type of generally recognized casual attire is not permitted. Scrubs are permitted, but must be worn with a white lab coat. Scrubs must be clean and presentable.

#### **Males**

Appropriate attire includes khakis, cords, and shirts with collars, sweaters, sport coats, socks, and appropriate shoes. Shorts, athletic attire, T-shirts, tennis shoes, or any other type of generally recognized casual attire is not permitted. Scrubs are permitted, but must be worn with a white lab coat. Scrubs must be clean and presentable.

#### **Unacceptable Attire**

Sweatshirts and sweatpants, sneakers/tennis shoes, jogging suits, jeans that are frayed, torn or have holes, tank tops, halter tops, backless dresses, “form fitting” pants, soiled or torn clothing, see-through or mesh style fabric, sunglasses or hats/caps/bandannas.

Those performing lab services must wear closed toe shoes.

## **B. Company Equipment on Loan**

You are responsible for safekeeping all company equipment that is issued to you during your employment. Examples include, but are not limited to, cell phones, pagers, laptops, keys and key cards. When your employment terminates, voluntarily or involuntarily, you must return all company equipment loaned to you. The Nurse Practitioner Group reserves the right to withhold the cost of the items from your final paycheck until such items are returned.

## **C. Care of Equipment**

Any damage or failure of Company-issued equipment is to be reported to your Clinical Manager immediately. Equipment or supplies are not to be removed from your work premises without proper authorization. The Nurse Practitioner Group is not responsible for loss or damage to your personal property. Valuable personal items, such as purses and other valuables, should not be left in areas where theft might occur.

## **D. Health Safety Protection**

An employee who exhibits inappropriate behavior, which is suggestive of an abusive drug problem affecting job performance, will be subject to test for illegal drugs or substances of abuse. Any employee safety-sensitive area may be required to undergo substance or abuse or drug testing. If you refuse to submit to such testing, you may be immediately disciplined, up to and including termination.

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

You must comply with all occupational safety and health 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 Clinical Manager to review the MSDS with you. If your Clinical Manager does not have this information available, you are to contact the HR Department immediately.

New employees who work with or who have contact with hazardous chemicals or substances are to consult with their Clinical Managers in the proper handling of such chemicals in the workplace during orientation and new employee training.

## **F. Social Media**

The following policy governs employee use of social media, including any online tools used to share content, profiles, opinion, insights with others such as personal web pages, message boards, networks, communities and social networking websites, including but not limited to Facebook, MySpace, Twitter, and LinkedIn as well as weblogs ("blogs"). The lack of explicit reference to a specific site does not limit the application of this policy.

The Nurse Practitioner Group respects the rights of all employees to use media of self-expression. However, The Nurse Practitioner Group also has an interest in protecting its image, goodwill, and reputation in the community. For this reason, The Nurse Practitioner Group expects employees to conduct themselves in a professional manner and exercise good judgment when using social media, social networking sites and/or blogs.

Therefore, Employees are strictly prohibited from the following:

- Listing their Company e-mail address or company-issued phone numbers unless the social media, social networking site or blog is used solely for Company business and has been authorized by **the Human Resources Department or the Chief Executive Officer (NPG)**;
- Using any social media, social networking, blogs or other form of online publishing or discussion activities while on Company time, property or business except if it is being done for company business and with the written permission of the President of The Nurse Practitioner Group;
- Posting any material that is obscene, vulgar, defamatory, threatening, discriminatory, harassing, abusive, or hateful to another person or entity;
- Posting or using a picture or likeness of a manager, Clinical Manager, co-worker, vendor or customer without that individual's express advance permission; and
- Engaging in activity that reflects or may reflect negatively on The Nurse Practitioner Group, its affiliates, employees, clients, partners, vendors and suppliers, or contains any content prohibited by The Nurse Practitioner Group's policies and procedures.

Employees engaging in use of social media, social networking and blogging activities are subject to all of The Nurse Practitioner Group policies and procedures, including but not limited to The Nurse Practitioner Group's policies on (i) protecting the confidentiality of Company information, (ii) safeguarding Company property; (iii) the prohibition against unlawful discrimination and harassment; and (iv) the use of The Nurse Practitioner Group's electronic systems.

Employees are expected to remain respectful of The Nurse Practitioner Group, managers, Clinical Managers and co-workers, The Nurse Practitioner Group's products and services, clients, partners, affiliates, vendors, suppliers, and competitors (and their products and services), and shall not post any material that is obscene, vulgar, defamatory, threatening, discriminatory, harassing, abusive, hateful or embarrassing to another person or entity, and shall not engage in activity that reflects or may reflect negatively on The Nurse Practitioner Group, its affiliates, employees, clients, partners, vendors and suppliers, or contains any content prohibited by The Nurse Practitioner Group's policies and procedures.

Employees should have no expectation of privacy while using online social media, social networking sites and/or blogs. Employees should expect that any information created, transmitted, downloaded, exchanged or discussed in online media, social networking sites and/or blogs may be accessed by The Nurse Practitioner Group at any time without prior notice. Employees are personally responsible for the commentary they express and the material they post while engaging in online social networking and blogging activities.

Violations of this policy may result in disciplinary action, up to and including termination of employment.

## **G. Confidential Information**

Information given by a customer, client, or a patient may be privileged or confidential information. Such information is to be maintained with strict confidentiality. This may also be true for

proprietary information within The Nurse Practitioner Group. You are encouraged to be careful in discussing with non-company people any engineering, manufacturing, sales or financial information about The Nurse Practitioner Group. You may be required to complete an Invention and Secrecy Agreement and a Conflict of Interest statement at the time of employment.

Any employee who reads an employee's file or who has access to sensitive customer records, and discusses any material with another person, except for assigned duty, may be subject to immediate dismissal. Information about other employees is private.

## **H. Communicable Disease Reporting**

The health, safety, and well-being of The Nurse Practitioner Group's employees is of the utmost importance to The Nurse Practitioner Group. Therefore, all employees are required to report any known or suspected communicable disease that they or persons with whom they have come in direct contact immediately to their Clinical Manager as soon as they become aware of the situation. This will enable The Nurse Practitioner Group to take preventative actions, provide education and proper communication to protect fellow employees from being unnecessarily exposed to infectious conditions and the panic associated with this type of knowledge.

The employee should be prepared to provide the following information to their Clinical Manager:

- The nature of the confirmed suspected disease, infection, or condition;
- The approximate onset of illness in you, or the person with whom you came into contact;
- The location of the outbreak

The Nurse Practitioner Group will make a determination as to whether the employee should be sent home and how communication should be conveyed to other employees. At no time should the employee share this information with anyone except their Clinical Manager, until such arrangements have been made.

## **I. Emergency Contacts**

In the event of an emergency, The Nurse Practitioner Group may need to be able to contact family members or a designated emergency contact. It is important that each employee update this information including names, telephone numbers, and addresses. Be sure to review and confirm your personal emergency contact information on an annual basis.

## Statement of Handbook Receipt and Understanding

I understand that nothing in this Employee Handbook creates or is intended to create a promise or representation of continued employment and that my employment, position, and compensation at the Company are at-will, and may be changed or terminated at the will of the Company. I understand that I have the right to terminate my employment at any time, with or without cause or notice, and that the Company has a similar right. My signature below certifies that I understand the foregoing agreement that at-will status is the sole and entire agreement between the Company and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations (whether written or oral) concerning my employment with the Company.

The information contained in the Handbook represents guidelines for The Nurse Practitioner Group and The Nurse Practitioner Group reserves the right to modify the Handbook or amend or terminate any policy, procedure, or employee benefit program at any time (except as expressly set forth in the Employee Handbook, the Company's arbitration agreement, and the policy of "at-will employment," all of which may not be changed, altered, revised or modified without a written agreement signed by both myself and the President of the Company).

This Handbook supersedes and revokes all prior versions of the Handbook or any memo, bulletin, policy or procedure, on any subject discussed in this Handbook that has been issued prior to the date occurring below.

My signature below acknowledges that I have read and understand all of the contents in the Employee Handbook, which is effective June 2019.

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Signature

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Date

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Print Name