

Conifer Health Solutions

# Employee Handbook

*Revised November 2012*

**CONIFER**  
HEALTH SOLUTIONS™

# Table of Contents

About Your Handbook.....	5
Company Policies .....	5
Your Supervisor .....	5
Orientation/Re-Orientation.....	6
Your Human Resources Representative.....	6
Employee Relations .....	8
Equal Employment Opportunity.....	8
Sexual and Other Unlawful Harassment .....	8
Immigration Law Compliance .....	9
Employment Application .....	9
Verification of Licenses .....	9
Federally-funded Healthcare Program Exclusion / Sanction .....	10
Staff Rights .....	10
Hours of Work and Work Schedules .....	10
Meal and Rest Periods .....	11
Employment Categories.....	11
Attendance and Punctuality.....	12
Performance Evaluations .....	12
Transfers and Promotions .....	12
Employment of Relatives.....	13
Outside Employment.....	13
Shared Employment .....	14
Access to Personnel Records.....	14
Personnel Data Changes .....	14

<b>Employment Verification .....</b>	<b>14</b>
<b>Performance Management.....</b>	<b>15</b>
<b>Resignation and Separation of Employment.....</b>	<b>15</b>
<b>Exit Interview.....</b>	<b>15</b>
<b>Return of Company Property.....</b>	<b>16</b>
<b>Reductions in Force and Severance Pay .....</b>	<b>16</b>
<b>Rehire and Reinstatement.....</b>	<b>16</b>
<b>Paydays and Paychecks .....</b>	<b>18</b>
<b>Timekeeping.....</b>	<b>18</b>
<b>Overtime .....</b>	<b>18</b>
<b>Administrative Pay Corrections.....</b>	<b>19</b>
<b>Working off the Clock.....</b>	<b>19</b>
<b>Pay Deductions.....</b>	<b>19</b>
<b>Wage Attachments and Garnishments .....</b>	<b>19</b>
<b>Health and Welfare Benefits .....</b>	<b>21</b>
<b>Benefits Continuation (COBRA) .....</b>	<b>21</b>
<b>Employee Assistance Program (EAP).....</b>	<b>21</b>
<b>Leaves of Absence .....</b>	<b>21</b>
<b>Family and Medical Leave Act .....</b>	<b>22</b>
<b>Medical Leave – Non-Occupational and Occupational .....</b>	<b>24</b>
<b>General Leave .....</b>	<b>25</b>
<b>Jury Duty Leave .....</b>	<b>26</b>
<b>Military Leave .....</b>	<b>26</b>
<b>Witness Duty Leave .....</b>	<b>27</b>
<b>Bereavement Leave.....</b>	<b>27</b>
<b>Returning From Leaves of Absence .....</b>	<b>27</b>

**Workers' Compensation .....28**

**Liability and Malpractice Insurance .....28**

**Paid Time Off.....28**

**Seminars and Special Training .....28**

**Employee Stock Purchase Plan .....Error! Bookmark not defined.**

**401(k) Retirement Savings Plan .....28**

**No Solicitation / No Distribution Policy .....31**

**Persons Not Employed By the Company .....31**

**Company Employees.....31**

**No-Access Policy .....31**

**Visitors on Conifer Property .....31**

**Bulletin Board Policy .....32**

**Confidential Information .....32**

**Smoke-Free Workplace .....32**

**Drug-Free Workplace .....33**

**Medical Examinations .....34**

**Safety .....34**

**Use of Equipment and Vehicles .....34**

**Theft Prevention .....35**

**Security Inspections.....35**

**Workplace Monitoring.....35**

**Use of Information and Technology Systems .....36**

**Cameras and Recording Devices .....37**

**Violence in the Workplace .....37**

**Appearance and Hygiene .....38**

**Telephone Use .....38**

**Use of Company Name .....39**

<b>Travel on Company Business .....</b>	<b>39</b>
<b>Voting Time .....</b>	<b>39</b>
<b>Employee Conduct and Work Rules .....</b>	<b>41</b>
<b>Professional Relationships with Patients .....</b>	<b>42</b>
<b>Taking Care of Patients .....</b>	<b>42</b>
<b>False Claims Laws .....</b>	<b>43</b>
<b>Federal Civil False Claims Act .....</b>	<b>43</b>
<b>State False Claims Laws .....</b>	<b>52</b>
<b>Employee Handbook Acknowledgement .....</b>	<b>61</b>

## About Your Handbook

This Handbook has been prepared to provide all of our employees an overview of basic Company policies, practices and benefits. We believe that understanding the Company and how it works is an important step in developing and maintaining productive employer/employee relationships. Please take the time to read this Handbook. It contains important information that will affect you every day.

The term "facility", "business unit", or "Company" as used throughout this manual refers to any divisions, subsidiaries, offices, facility buildings, client sites, or other Conifer-owned or operated locations. This Handbook applies to all employees of Conifer, exempt and non-exempt, managerial and non-managerial. Please remember that this Handbook is not a contract of employment, that your employment with Conifer at all times is at-will, and that either you or Conifer can terminate the employment relationship at any time, with or without cause or notice. If your employment is governed by a Collective Bargaining Agreement ("CBA"), any provisions in the CBA which are inconsistent with this Handbook will govern.

## Company Policies

The policies outlined in this Handbook reflect the usual way of handling various situations. It is important for you to understand these policies in order to be a well-informed employee. Management, however, reserves the right to deviate from existing policies in its discretion because of individual circumstances or special needs. There will also be situations that require a change from time to time in policies, practices and benefits described in this Handbook. Accordingly, except with respect to the employment-at-will policy and the mutual agreement to arbitrate disputes relating to your employment, the Company reserves the right to modify, add, delete or revise any provisions contained in this Handbook and/or Handbook Supplement at any time as it deems necessary or appropriate in its sole and absolute discretion. We will periodically distribute updates to you as policies and benefits are changed and updated. Also, please refer to the policies in this Handbook in conjunction with the most up-to-date policies applicable to your business unit on iCon or through your Human Resources Representative.

## Your Supervisor

Each new employee is assigned to a supervisor who will help you adapt to your department's work routines and procedures. Supervisors also offer guidance and may assist you in communications with management, as well as encourage your career growth and development.

Department managers and department directors are also available to help you and your supervisor maintain a productive relationship with each other and with the Company. If at any time you have questions, concerns or suggestions about your work, Company policies or the operation of your business unit in general, feel free to sit down and discuss them with your supervisor or a Human Resources Representative. While your supervisor is not authorized to modify or amend a policy nor is a supervisor's interpretation of a policy or procedure final and binding, your supervisor's insight may be helpful to you. Should you have questions or concerns about a policy after speaking with your supervisor, you should seek further guidance from your Human Resources Representative. Our goal is to share with employees the Company's mission of providing high-quality healthcare services while promoting a sincere pride in the workplace. We can only do this by working closely together.

## Orientation/Re-Orientation

You are required to undergo an orientation at the time you begin work. Your Human Resources Representative will work with your supervisor to schedule your orientation. Certain business unit employees may be required to complete an annual re-orientation.

## Your Human Resources Representative

Your Human Resources Representative provides employees with information and necessary assistance to understand our Company's human resources policies and to promote a positive work environment. Your Human Resources Representative is available to help you with any problems or concerns during your employment.

# Your Employment



## Employee Relations

We strive to make the work conditions, wages and benefits we offer to our employees competitive with those offered by other employers in this industry. If you have questions or concerns about work conditions or compensation, you are strongly encouraged to talk with your supervisor.

Our experience has shown that when employees work with supervisors, the work environment can be exceptional, communications can be clear, and attitudes can be positive. We believe that the Company has demonstrated, and will continue to demonstrate, our commitment to employees by responding effectively to employee questions and issues.

## Equal Employment Opportunity

The Company believes a strong commitment to equal employment opportunity is more than a legal and moral obligation – it also is a sound business practice to realize the potential of every individual. In order to provide equal employment and advancement opportunities to all individuals, employment decisions with the Company will be based on merit, qualifications and abilities. Except where required or permitted by law, employment practices will not be influenced or affected by an applicant's or employee's race, color, religion, sex, sexual orientation, national origin, age, disability, genetic information, or any characteristic protected by law. This policy governs all aspects of employment, including selection, job assignment, compensation, counseling, discipline, termination, access to employee services, benefits and training. As required by law, the Company will make reasonable accommodations for qualified individuals with disabilities.

If you have questions and concerns about any type of unlawful discrimination in the workplace, you are strongly encouraged to bring these issues to the attention of your immediate supervisor or your Human Resources Representative. You can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to corrective action, up to and including termination of employment.

## Sexual and Other Unlawful Harassment

We are committed to providing a work environment free from discrimination and unlawful harassment. Actions, words, jokes or comments based on an individual's sex, race, ethnicity, age, religion, sexual orientation or any other legally protected characteristic will not be tolerated. As an example, sexual harassment (both overt and subtle) is a form of employee misconduct that is demeaning to another person, undermines the integrity of the employment relationship, and is strictly prohibited. Anyone engaging in sexual or other unlawful harassment will be subject to corrective action, up to and including termination of employment.

Examples of unlawful sexual harassment include, but are not limited to, unwelcome sexual advances, requests for sexual favors where:

- Submission to such conduct is an implied or expressed condition of employment; or
- Submission to or rejection of such conduct is the basis for employment decisions affecting the individuals.

Also, verbal, visual or physical conduct of a sexual nature where the conduct has the effect of interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment can constitute unlawful harassment.

Any employee who wants to report an incident of alleged sexual or other unlawful harassment should promptly report the matter to his or her supervisor. If the supervisor is unavailable or the employee believes it would be inappropriate to contact that person, the employee should immediately contact his/her Human Resources Representative. Employees may raise concerns and make reports without fear of reprisal.

This policy applies to all employees, including supervisors, managers and department heads. This policy also may, under certain circumstances, apply to agents and non-employees who have contact with our employees.

If you have any questions concerning this policy, please feel free to contact your Human Resources Representative at any time.

## Immigration Law Compliance

The Company is committed to employing only United States citizens and an alien authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship and national origin.

The Company complies with the Immigration Reform and Control Act of 1986, and all employees will be required to complete an I-9 form as required by law.

## Employment Application

The Company relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications or material omissions in any of this information or data may result in the Company's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

## Verification of Licenses

All positions requiring licenses or certification and/or educational degrees require verification during the pre-employment process. Employees who are licensed professionals must present verification of licenses when requested during the hiring process and, if hired, annually or as required thereafter. Continued employment is conditioned on having all necessary licenses or certifications active and in good standing.

## Federally-funded Healthcare Program Exclusion / Sanction

To protect the nation's elderly and poor certain individuals are barred from participating in federally-funded healthcare programs, such as Medicare, Medicaid, TriCare/ CHAMPUS, Railroad Retirement Benefits, and other healthcare programs. Being barred from participation is also known as "exclusion". This means that federal dollars cannot be used to pay for any services or items provided by an excluded individual. The U.S. Department of Health and Human Services Office of Inspector General (OIG) and U.S. General Services Administration (GSA) maintain two databases containing information about excluded individuals.

To ensure that employees are not excluded, the Company will screen each prospective employee against these databases. In addition, all employees are screened against these databases annually. If you are found to be excluded or sanctioned, you will be immediately removed from any position responsible for or involved in providing services related to federal health care programs. You will also be immediately removed from any position where your compensation derives, whether directly or indirectly, from federal dollars. This will be in effect until such time as you are reinstated into participation in federal programs. You will be given an opportunity to provide documentation showing that you are not excluded.

Once you are an employee, you are also under a continuing obligation to immediately inform your supervisor, or the Company's Compliance Officer, if you find out or are informed that you are excluded, debarred, sanctioned, or suspended from participation.

If we discover that you have been charged with a crime which may result in exclusion, we will take appropriate actions to ensure that quality of care provided to a patient does not suffer and/or that any claims submitted are accurate.

## Staff Rights

When working at a client's site you may request not to participate in an aspect of our clients' patient care, including treatment, due to a perceived conflict with your cultural values, ethics, or religious beliefs or as otherwise provided by law. The Company will make every reasonable effort to approve such requests, so long as the approval of such request will not negatively affect our clients' patient's care, including treatment, and so long as there is an appropriate alternative method or methods of service delivery. However, if adequate staffing cannot be found, or if this request cannot be granted without negatively affecting our clients' patient care, including treatment, the employee will be required to participate in such care and treatment. You must submit a Request Not to Participate Form to your supervisor at the time of hire, or as soon as possible after you are notified that you may be required to participate in such aspect of patient care or treatment. You may be floated to a position in another department for which you are qualified, or may be asked to leave work while the Company brings in other staff to provide patient care. See your Human Resources Representative for the form and further information.

## Hours of Work and Work Schedules

Hours of work and work schedules for employees vary throughout the Company. Your supervisor will advise you of your individual work schedule according to the Business Unit specific procedures. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. The Company will strive to give you adequate advance notice of schedule variations.

Please ask your supervisor or Human Resources Representative for your Business Unit's hours of work and workschedule.

## Meal and Rest Periods

Meals and rest periods will be provided according to applicable state law and will be scheduled according to the Company's procedures, to accommodate our clients' needs or other business requirements.

Please ask your supervisor or Human Resources Representative for details regarding meal and rest periods.

## Employment Categories

The Company provides definitions of employment classifications so that you understand your employment status and benefits eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, you or the Company have the right to terminate the employment relationship at will at any time.

Employees are designated as either nonexempt or exempt. Nonexempt employees are entitled to overtime pay under specific provisions of federal and state laws. Exempt employees are excluded from the overtime provisions of these laws and are not eligible for overtime pay. Exempt employees are expected to work whatever time is necessary to meet defined job responsibilities.

In addition to belonging to one of the above categories, you will also belong to one of the following other employment categories:

- Regular Full-Time employees are those who are not in a temporary status and who are regularly scheduled to work a full-time schedule of 30 hours or more per week. Generally, regular full-time employees are eligible for the Company's benefit package, subject to the actual terms, conditions and limitations of each benefit program's plan documents.
- Regular Part-Time employees are those who are not assigned a temporary status and who are scheduled to work less than a full-time schedule. They may not be eligible for some or all of the Company's benefit programs, subject to each program's plans. Generally, individuals are considered "Part Time (1)" if they are scheduled to work 24 hours per week or more, and "Part Time (2)" if they are scheduled to work less than 24 hours per week.
- Per Diem employees, sometimes referred to as "pool," are those who work on an "as-needed" basis. The Company offers this category in limited classifications and to limited numbers of employees.
- Temporary employees are those hired as interim replacements to temporarily supplement the work force or to assist in the completion of a specific project. Employment assignments in this category can be either full- or part-time and are of a limited duration, usually no more than six months. Employment beyond any initially stated time period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change.

Individuals in the categories listed above are considered eligible for Social Security and Workers' Compensation purposes.

## Attendance and Punctuality

To maintain a safe and productive work environment, regular and punctual attendance is an essential function of your job, and the Company expects you to be reliable and punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on the Company and other employees. If you are not able to report to work as scheduled, you should notify your supervisor as soon as possible in advance or as required by Company policy. Either excessive absenteeism or tardiness will lead to corrective action, up to and including termination of employment. Please remember:

- You are expected to report to work during inclement weather conditions pursuant to your business unit's specific policy. Please refer to your business unit's specific policy.
- If you are absent from work for two (2) consecutive days without giving proper notice to the Company, you will be considered to have voluntarily resigned.
- If you report to work without proper equipment or in improper attire, you may not be allowed to work.
- If you report for work in a condition deemed not fit for duty, whether for illness or any other reason, you will not be allowed to work.

## Performance Evaluations

The Company strongly encourages you and your supervisor to discuss job performance and goals on an informal, day-to-day basis. A formal performance evaluation may be conducted after your first 90 days of employment (initial evaluation period) or transfer or promotion into a new position. Additional formal and informal performance reviews are conducted to provide both you and your supervisor the opportunity to discuss job tasks, encourage and recognize strengths, identify areas for improvement, and discuss positive and specific approaches to meet performance goals. Formal performance evaluations normally are scheduled every 12 months.

## Transfers and Promotions

The Company believes in transferring and promoting qualified employees to positions of increased responsibility whenever that action is most appropriate. Transfer and promotion decisions are based on long-term business goals, employee performance, and the employee's potential for success in the new position. Promotions and transfers shall be offered to employees at the sole discretion of the Company.

You may access information regarding current vacant positions through your Human Resources Representative or through on-line postings. Internal candidates shall be given preference for promotional opportunities over external candidates when training, skills and ability for the position are otherwise equal.

If you wish to be considered for an open position either within or outside of your present department, you must discuss the request directly with your supervisor or department director. If you want to apply for a particular transfer, contact your Supervisor or Human Resources Representative for the appropriate process.

You should be in your present position for a minimum of twelve months to be eligible to apply for a posted position. If you are currently engaged in a Performance Management plan, you are not eligible to apply for a posted position at this time.

The Company has established guidelines for transfer and promotion policies. Please consult with your supervisor or Human Resources Representative for more specific details.

## Employment of Relatives

The employment of relatives in the same area of an organization may cause serious conflicts and problems with employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships. Due to the potential conflict, members of the Management Team and Human Resources Department should not employ relatives in the business unit that falls under their scope of responsibility.

Except where prohibited by law, relatives of persons currently employed by the Company may be hired only if they will not be working directly for or supervising a relative or will not occupy a position in the same line of authority within the organization. This policy applies to any relative, higher or lower in the organization, who has the authority to review employment decisions. You cannot be transferred into such a reporting relationship.

For the purposes of this policy, relatives are defined to include spouses, legally recognized domestic partners, parents, children, brothers, sisters, brothers- and sisters-in-law, sons- and daughters-in-law, fathers- and mothers-in-law, stepparents, stepbrothers, stepsisters, stepchildren, step grandchildren or anyone else related by blood or marriage or whose relationship with the employee is similar to that of persons who are related by blood or marriage. This policy also may apply to individuals who are not legally related but who reside with another employee.

If the relative relationship is established after employment, the individuals concerned will decide who is to be transferred. If that decision is not made within 30 calendar days, management will decide. In other cases where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment.

## Outside Employment

You may hold an outside job as long as you meet the performance standards of your job with the Company. You should consider the impact outside employment may have on your health and physical wellbeing. All employees will be judged by the same performance standards and will be subject to the Company's scheduling demands, regardless of any existing outside work commitments.

If the Company determines that your outside work interferes with your performance or your ability to meet the requirements of your business unit as they are modified from time to time, you may be asked to terminate the outside employment if you wish to remain employed by the Company.

Outside employment that constitutes a conflict of interest is strictly prohibited. You may not receive any income or material gain from individuals outside the Company for material produced or services rendered while performing your job with the Company.

Any employee who holds a managerial position should disclose any other employment, including consulting relationships outside of Conifer, and obtain prior approval from senior management.

## Shared Employment

We follow very strict and specific guidelines regarding employees who are concurrently employed by more than one of the Company's facilities, including any of Tenet Healthcare's facilities. The Company will aggregate on one payroll system all hours worked by employees for the purpose of administering overtime pay, the Company retirement plan and other benefits. No current employee may also work for another employer at his or her home facility. No current employee may work as temporary agency/registry for any other Company or Tenet facility. Further, no current company employee may also work as an independent contractor for this or any other Tenet facility. This policy applies to all employees except when there is an express written agreement approved by the appropriate Legal and Human Resources departments.

## Access to Personnel Records

The Company's Human Resources Department maintains a personnel file on each employee. The personnel file includes such information as your job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of Conifer and are confidential. If you wish to review your own file, you should contact your Human Resources Representative. As a current employee, with reasonable advance notice, you may review your own personnel file during normal business hours and in the presence of a Human Resources Representative. State and federal laws will be followed as applicable.

## Personnel Data Changes

The Company strives to maintain current and accurate records on all employees. To assist in this endeavor, you are required to promptly submit any changes affecting your personnel records to your Human Resources Representative and to notify your supervisor of such changes.

Types of information you must inform us about include, but are not limited to, changes in name, address, telephone number, changes in beneficiary, changes in licensure status, and any other significant information. Your Human Resources Representative can provide you with the forms needed to communicate this information.

## Employment Verification

All requests for employment verifications and employee references must be directed promptly to The Work Number (TALX). Information is located on iCon or available from your Human Resources Representative.

## Performance Management

You are expected to meet the Company's performance expectations and standards of your job. If your performance or conduct does not meet Company's expectations and standards, the Company will use a positive performance management and progressive corrective action approach whenever possible to encourage you to participate directly in the resolution of such situations. We believe that such an approach fosters your understanding of and commitment to correct a performance or conduct problem and increases the likelihood of a satisfactory resolution. However, circumstances may arise which make it inadvisable or inappropriate to follow the general performance management and progressive corrective action procedures. When circumstances warrant, Company management may decide, in its sole discretion, that some or all of the steps in the performance management process should not be followed and that immediate corrective action, including termination of employment, is necessary. Employment with the Company or any of its business units is at will, and either you or the Company may terminate the employment relationship at any time, with or without notice.

This policy is intended to complement and not conflict with or replace other policies and procedures pertaining to employee conduct and performance, including the Open Door and Fair Treatment Policy and the Employee Conduct and Work Rules policy.

If you have any questions regarding the performance management process, please speak to your supervisor or your Human Resources Representative, or reference the performance management policy.

## Resignation and Separation of Employment

Separation of employment, either voluntary or involuntary, is an inevitable part of personnel activity within any organization. It is the policy of the Company to approach each employee termination with fairness, both to the employee and the Company. Since employment with the Company is based on mutual consent, both the employee and the Company have the right to terminate employment at will, with or without cause, at any time.

All accrued, vested benefits that are due and payable at termination will be paid. Some benefits may be continued at your expense if you so choose. You will be notified in writing of the benefits that may be continued and the terms, conditions and limitations of such continuation. Your final pay will be distributed in accordance with applicable state law.

In the case of voluntary separation of employment, non-management employees are expected to notify their supervisor two (2) weeks in advance of their last expected day of work. Those employees with management responsibilities are expected to give four (4) weeks' notice.

Please be sure to keep us informed of any address changes within the following year after you leave the facility. This will ensure proper and timely handling of forms such as W-2s.

## Exit Interview

An opportunity for an exit interview, which may include written questions regarding ethics and compliance, will be provided for employees who are leaving voluntarily or involuntarily. The exit interview may be face-to-face, online, by mail or a telephone interview.



## Return of Company Property

You are responsible for all Company property, materials or written information issued to you or in your possession or control. You must return all Company property in satisfactory condition immediately upon request or upon voluntary or involuntary termination of employment. Where permitted by law, the Company may withhold from your current or final paycheck the cost of any items that are not returned when required. The Company may also take all action deemed appropriate to recover or protect its property.

## Reductions in Force and Severance Pay

The Company strives to avoid reductions in work force whenever possible. However, changing economic or business circumstances may require a reduction in the work force. If a reduction in force becomes necessary, the Company will follow an orderly procedure to reduce its work force and to assure adherence to the Company's strong commitment to providing the highest-quality service and patient care at all times. In the event of a reduction in force and as economic conditions permit, the Company may elect in its discretion to provide severance pay benefits to employees whose positions are eliminated.

## Rehire and Reinstatement

The Company will consider you for either rehire or reinstatement, depending upon your prior work history with the Company. If you were away from the Company for no more than one year, and you had at least 1 year of continuous service prior to leaving the Company, you may be eligible for reinstatement. If you were away from the Company for more than one year, you may be eligible for rehire. Rehired employees will be treated as new employees. Please consult your Human Resources Representative for more specific information.

# Your Pay

## Paydays and Paychecks

Paydays are established and paychecks are issued according to the Company's procedures. Each paycheck will include earnings for all work performed through the end of the previous payroll period. The Company strives to provide competitive and equitable pay for all positions. Please ask your supervisor or Human Resources Representative for any business unit-specific procedures on paydays and paychecks.

## Timekeeping

Accurately recording time worked is an important responsibility. Your Company relies on you to record the time you begin and end your work, and the beginning and ending time of each meal period accurately and in accordance with your business unit's specific procedures. You should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work should always be approved in advance before it is performed.

It is your responsibility to verify your time record to certify the accuracy of all time recorded. Your supervisor will review and then initial the time record before submitting it for payroll processing. If corrections or modifications are made to the time record, both you and your supervisor must verify the accuracy of the changes by initialing the time record. The actual time employees should report to work and leave work is determined by their supervisors according to their business unit's specific procedures.

You should not certify a time record that is inaccurate. Changing, falsifying, tampering with time records, or recording time on another employee's time record will result in corrective action, up to and including termination of employment. If you fail to submit accurate and complete time records on a timely basis, you may delay the processing of your paycheck as permitted by applicable state law. Your continued failure to submit accurate and complete time records or failure to follow Company procedures in this regard may result in corrective action up to and including termination of employment.

Please ask your supervisor or Human Resources Representative for any additional information about the timekeeping policy.

## Overtime

In business units where mandatory overtime is permitted by law, you may be scheduled to work overtime hours when operating requirements or other needs cannot be met during regular working hours. When possible, advance notification of these mandatory assignments will be provided. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work. A failure to work scheduled overtime may result in corrective action, up to and including termination of employment.

Under any circumstances, you should receive your supervisor's prior authorization to work overtime. If you work overtime without proper authorization from your supervisor, you may be subject to corrective action, up to and including termination of your employment, even though you will be paid for all such time worked.

Overtime compensation is paid to all non-exempt employees in accordance with applicable federal, state, and local wage and hour requirements. As required by law, overtime pay is based on actual hours worked and it cannot be waived. Time off for sick leave, vacation leave or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

If you need additional information on the Company's policy on overtime contact your supervisor or Human Resources Representative.

## Administrative Pay Corrections

The Company takes all reasonable steps to ensure that you receive the correct amount of pay in each paycheck and that you are paid promptly on the scheduled payday. You should, however, review your paycheck closely upon receiving it and check it for accuracy. 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 supervisor so that corrections can be made as quickly as possible. As permissible under applicable law, once under payments are identified, they will be corrected in the next regular paycheck, and overpayments will also be handled in the same manner. Where there is a substantial amount owed, the employee may request a different repayment schedule.

## Working off the Clock

If you are a non-exempt employee, you are not to perform work, including checking your email or voicemail, if you are not clocked in. This includes, but is not limited to, before/after work and meal breaks. The time spent performing these functions is considered "worked" time. If you are discovered to be working off the clock, you will be paid for all time worked but you may be subject to disciplinary action, up to and including termination of employment.

## Pay Deductions

The law requires certain deductions be made from your compensation. Among these are applicable federal, state and local income taxes. The Company offers programs and benefits beyond those required by law. If you are an eligible employee, you may voluntarily authorize deductions from your pay to cover the costs of participation in these programs. Please ask your supervisor or Human Resources Representative for further information regarding other voluntary deductions.

## Wage Attachments and Garnishments

You are responsible for managing your financial commitments to avoid the inconvenience of wage attachments and garnishments for both you and the Company. In the event situations arise in which a wage attachment or garnishment is ordered by an official state, local or federal agency, the Company will honor and fulfill all garnishments and other wage attachment orders as required by law.

# Your Benefits

## Health and Welfare Benefits

Conifer provides employees with more than just basic pay. Our comprehensive benefits program includes basic life and AD&D coverage, the employee assistance program, and business accident travel insurance—all at no cost to employees. Optional benefits include medical, dental, vision, supplemental life and AD&D, disability, 401(k), spending accounts, college savings plan, long-term care, and legal. Most benefits begin at/after 30 days of service so new employees must enroll within the first 30 days of service.

Learn more about your health and welfare benefits on iCon.

## Benefits Continuation (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives you and your qualified beneficiaries the opportunity to continue coverage under the Company's medical, dental, vision and health care spending account plans when a "qualifying event" would normally result in a loss of benefits. Common qualifying events include resignation, termination of employment (except termination for gross misconduct), death of an employee, a reduction in work hours, an employee's divorce or legal separation, or a dependent child who no longer meets eligibility requirements.

Under COBRA, you or your beneficiary pay the full cost of coverage at current group rates plus an administration fee.

You will be provided with written information describing rights and obligations granted under COBRA when you become eligible for coverage under the Company's health insurance plan.

## Employee Assistance Program (EAP)

Conifer offers all employees and their families a free, confidential resource to help deal with personal development, mental, emotional, legal, and financial issues, and more, through its Employee Assistance Program (EAP). EAP services include professional assessment, counseling and referral to appropriate outside resources.

For more information about EAP, please visit iCon.

## Leaves of Absence

The Company recognizes there may be times when you may need to be away from your job for an extended period of time. Situations that may require you to request a leave of absence from work include a personal medical disability, personal emergency, military duty, jury duty, witness duty, bereavement or family obligations arising from the birth or adoption of a child, serious illness or injury involving a family member on active duty or a family member's call to active military duty. Except where prohibited by law, requests for General Leaves of Absence will be considered on the basis of your length of service, performance, responsibility level, reason for your request, and the Company's ability to obtain a

satisfactory replacement during the time you will be absent from work. Unless otherwise required by law, leaves of absence are limited to a maximum of twelve (12) months.

All requests for leaves of absence must be initiated through Human Resources, and they will coordinate the leave with your supervisor. Your Human Resources Representative will direct you to the appropriate forms to complete for leave, and they are available to answer your specific questions concerning length of service and the status and availability of employee benefits, including health and other insurance benefits.

## Family and Medical Leave Act

The Company grants Family and Medical Leave in accordance with the Family and Medical Leave Act (FMLA). This leave may be paid, unpaid or combinations of paid and unpaid leave, depending on the circumstances of the leave. The Company will comply with the FMLA and the accompanying regulations. Any protected leave available under state law will be handled in compliance with the state law and will run concurrently with FMLA if permitted. Questions regarding FMLA eligibility should be directed to your HR Representative.

*The following information is provided directly from the Department of Labor's Employee Rights and Responsibilities under the Family Medical Leave Act. You may also refer to the Company's FMLA Policy for additional information.*

### Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

### Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

## **Benefits and Protections**

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

## **Eligibility Requirements**

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

## **Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

## **Use of Leave**

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

## **Substitution of Paid Leave for Unpaid Leave**

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

## **Employee Responsibilities**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily



activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

### **Employer Responsibilities**

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

### **Unlawful Acts by Employers**

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

### **Enforcement**

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

*FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.*

## **Medical Leave – Non-Occupational and Occupational**

When FMLA does not apply, the Company may provide continuous Medical Leaves of Absence without pay to eligible employees who are temporarily unable to work due to their own serious health condition. A serious health condition is an illness, injury, impairment, or physical or mental condition which involves in-patient care in a facility, hospice, or residential medical care facility, or continuing treatment by a healthcare provider and which does (or could if untreated) result in a period of incapacity of three (3) or more consecutively scheduled work days.

If you are absent from work due to illness or disability for three (3) or more consecutively scheduled work days, you must request and receive approval for a Medical Leave of Absence. A Medical Leave that is granted will begin on the first day of your illness or disability. If leave is unforeseeable and exceeds three (3) or more consecutively scheduled work days, you must request and return the leave request paperwork within 10 calendar days of first day of absence. A Non-FMLA Certification of Healthcare Provider form must be submitted, verifying the need for Medical Leave and its beginning and expected ending dates.

Full-time and part-time 1 employee may be eligible for a Medical Leave of Absence without pay once they have completed their first 90 days of employment, unless otherwise required by law. Exceptions to the

service requirement will be considered to accommodate disabilities. You should make requests for Medical Leave to your HR Representative at least 30 days in advance of the leave or as soon as possible.

Except where required by law, no combination of Medical Leave and Family Leave may exceed 12 months in duration. If the initial period of approved Medical Leave proves insufficient, consideration will be given to a request for an extension up to the maximum limit.

The company will make every effort to reasonably accommodate the disabilities of employees who are released for duty from a Medical Leave, as required by law. If the company cannot reasonably accommodate you when you are ready and able to return to work, you will be offered the next suitable position that becomes available for which you are qualified and can be accommodated. If such a position is not available within a 30-day period, you will be terminated.

*The following information relates to Medical Leaves due to confirmed work-related injuries and/or illnesses.*

### **Occupational**

Employees who sustain work-related injuries are eligible for a Medical Leave for the period of disability in accordance with all applicable laws covering occupational disabilities. Such leave runs concurrently with FMLA if the employee is eligible. You will be retained on an extended Medical Leave for work-related disabilities until one of the following events takes place:

- You are released for duty;
- The facility receives satisfactory medical evidence that you will not be able to return to work in any capacity;
- Third Party Administrator indicates that you have engaged in activities which negate your claim/status;
- You directly inform the facility that you will not be able to or do not intend to return to work;
- You indirectly inform the facility that you do not intend to return to work by accepting other employment, moving out of state, or other such conduct.

Benefits for a Medical Leave for work-related disabilities will be coordinated with Workers' Compensation according to Plan provisions, and any other benefits provided to you in an effort to minimize the impact of the leave for both you and the facility. These benefits will be coordinated in such a manner that you may receive no more than regular earnings from all sources.

Please consult with your Human Resources Representative for information on the documentation you must submit when you request and return from a Medical Leave.

## **General Leave**

All full-time and part-time employees may be eligible for a General Leave of Absence without pay once they have completed their first 90 days of employment, although certain requests for General Leaves of Absence may be granted within the first 90 days of employment when required by law.

The General Leave of Absence may be granted for a period of up to 30 days. A General Leave is granted for reasons other than your own serious health condition or disability or your need to fulfill family obligations

relating directly to childbirth, adoption or placement of a foster child; to care for a child, spouse or parent with a serious health condition; to care for child, spouse or next of kin with an injury resulting from active duty or a member's call to active military duty for the Military Reserves or National Guard. Employees requiring leave for those reasons should apply for Medical Leave or Family Leave.

Requests for General Leave must be submitted in writing and must be approved in writing by your Human Resources Representative before the leave begins.

General Leaves of Absence may not be used to extend vacations, other leaves or other paid time off.

An effort will be made to return the employee to the same position when the leave ends, if it is available, or to a similar position, for which the employee is qualified; however, reinstatement in such circumstances cannot be guaranteed unless required by state law.

## Jury Duty Leave

Conifer recognizes that you have an obligation to serve jury duty. Please give the Company reasonable advance notice of your obligation to serve. The Company will comply with the jury duty policy and all applicable state laws.

## Military Leave

Certain employees have rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA), and the Company will provide leave in compliance with USERRA. The employee should provide notice of the service as far in advance as is reasonable under the circumstances. A Military Leave of Absence will be granted in the event an employee receives a call to duty from the appropriate military authority or the National Disaster Medical System or the Commissioned Corps of the Public Health Service. The company will also grant unpaid time off to meet weekly, monthly, or annual training obligations in the Reserves. An employee involved in periodic reserve training is not required to use accrued PTO, but may choose to do so to replace pay for hours lost.

The Company reinstates an employee returning from Military Leave to his or her same position or the position the employee would have obtained with reasonable certainty if the employee:

- provides documentation of the satisfactory completion of service;
- timely applies within the time periods prescribed by USERRA.; and
- the employee's separation or dismissal from service was not disqualifying.

It is the employee's responsibility to report to work at the end of an approved Military Leave within the time limits imposed by USERRA. Otherwise, the employee will be considered to have voluntarily terminated employment.

Please consult the Company's military leave policy or your Human Resources Representative for more information on Military Leaves and USERRA.

## Witness Duty Leave

Employees who are required by law to appear in court as witnesses may take time off without pay (PTO may be available) for such purpose, provided you give the Company reasonable advance notice. Employees who appear as witnesses on behalf of the Company will receive their regular pay during such time.

## Bereavement Leave

In the event of a death in the immediate family, all eligible employees will be allowed three consecutively scheduled shifts off with pay (to a maximum of 24 hours), immediately following the death, to arrange or attend the funeral. Bereavement Leave must be taken within the seven day period following the death.

"Immediate family" is defined as: spouse, domestic partner (as defined by Conifer in Criteria for Domestic Partnership Status), children, parents, siblings, grandparents, grandchildren, and corresponding step and in-law relationships or close relative living with the employee. This definition may also include individuals who are not legally related but who reside with the employee. Additional days beyond three may be used from accrued PTO.

## Returning From Leaves of Absence

Unless specifically provided in the particular policy affecting the employee's leave request, the granting of a leave of absence by the Company does not mean that the employee's position will be held open during the leave, or that there will be a position available for the employee at the end of the leave. These considerations will not prevent an employee from receiving a leave of absence that is required by law.

An employee who accepts other employment during an approved leave, works in a manner inconsistent with the approved leave or at the conclusion of an approved leave will be considered to have voluntarily resigned his/her employment. An employee failing to return to work promptly on the next regularly scheduled workday following the expiration of his/her leave of absence will be considered to have voluntarily resigned his/her employment.

So that an employee's return to work can be properly scheduled, an employee on leave of absence is requested to provide the Company with two weeks (2) advance notice of the date he/she intends to return to work.

Unless required by law, the Company reserves the right to fill your position. Reinstatement following a leave of absence is not guaranteed.

If an employee's former position is unavailable when he/she is able to return from a leave, effort will be made to place the employee in a comparable position for which he/she is qualified. If no such position is obtained within a 30 day period, the employee will be terminated. An employee who does not accept a position offered by the Company will be considered to have voluntarily resigned employment.

## Workers' Compensation

The Company provides Workers' Compensation insurance coverage for all employees who may be injured or become ill as a result of a work-related incident. This coverage provides for medical care and partial wage replacement, depending on the extent of the injury and other legal requirements. There is no cost to you and the coverage begins immediately.

Any work-related injury or illness must be reported to your supervisor immediately. The delivery of benefits in a timely manner is based on prompt notification to the Workers' Compensation carrier.

## Liability and Malpractice Insurance

There is an excess professional and general liability insurance policy that protects the facility and all employees on our payroll from liability arising from the performance of their job duties. It applies only to employees' jobs with the Company and does not apply to any other employment or circumstance. Your Human Resources Representative will be glad to discuss this coverage in more detail on request. The entire cost of this insurance is paid by the Company.

## Paid Time Off

Please refer to the company policy on iCon for a complete description of paid time off.

## Seminars and Special Training

See your Department Manager or Human Resources Representative.

## 401(k) Retirement Savings Plan

The Company offers Tenet's 401(k) Retirement Savings Plan to help employees save for retirement by investing in a variety of options offered through Fidelity. All employees (full-time, part-time and per-diem) may participate in the 401(k) Plan after 90 days of service. Employees choose how much to contribute – from 1% to 75% of eligible pay, up to the IRS-set annual limits. Before- or after-tax contributions may be made through convenient payroll deductions.

Contact Fidelity at [401k.com](https://www.fidelity.com) to enroll or make changes to your 401(k) at any time during the year.

# For Your Reference

## No Solicitation / No Distribution Policy

This policy covers the distribution of literature and solicitation that is not work related; unrelated to the Company's business; or unrelated to any Company-sponsored activities. Generally, solicitation is the act of seeking, urging, persuading or petitioning somebody to do something, while the distribution of literature is the act of delivering or passing out of written materials.

## Persons Not Employed By the Company

Persons who are not employed by the Company may never distribute literature or solicit employees for any purpose on Company or client premises, including building interiors, parking lots, driveways, or any other Company or client property unless such access is otherwise required by state law or statute. However, this prohibition does not apply to approved charitable activities or Company-sponsored activities directly related to our employee benefits package.

## Company Employees

Company employees may never distribute literature or solicit any person, including fellow employees, during their working time or during the other employee's working time. "Working time" means the period of time scheduled for the performance of job duties, not including mealtimes, break-times or other periods when an employee is properly not working. The distribution of literature is never permitted in any work area.

Neither the distribution of literature nor the solicitation of any person is permitted in any work area or patient care area.

Any employee who violates our Policy will be subject to disciplinary action up to and including termination

## No-Access Policy

Off-duty employees may access the Company or client's site only as expressly authorized by this policy. An off-duty employee is any employee who has completed or has not yet commenced his/her assigned shift.

When based in a client's site, off-duty employees are not allowed to enter or re-enter the interior working areas of the Company or client site or any work area outside the Company or client site except to visit a patient or to receive medical treatment.

Any employee who violates this Policy will be subject to disciplinary action up to and including termination.

## Visitors on Conifer Property

In order to assure the safety and security of Conifer employees, its visitors, and its property and to ensure that only authorized personnel have access to Conifer's facilities, all visitors must check in and indicate the party who they are to see. The receptionist will verify their authorization to have access to the business



unit. Unauthorized visitors failing to obtain a visitor's badge or proper authorization will be asked to leave the premises. If you have personal visitors you must accompany the visitors at all times and should limit business unit access to breakrooms and other designated areas.

## Bulletin Board Policy

The posting of notices or written literature on Company bulletin boards is restricted to the posting of Company designated documents and notices and federal, state and local required legal postings. Any other written material to be posted on the Company's bulletin boards must be approved in advance by Human Resources. Unless specific approval is obtained, the posting of such written material is in violation of this Policy. Additionally, posted material found anywhere other than on Company designated bulletin boards will be removed immediately unless such posting has been approved in advance and in writing by Human Resources.

## Confidential Information

The protection of confidential business information and trade secrets is vital to the interest and success of the Company. You may be required to sign a non-disclosure agreement as a condition of employment. Whether or not you sign a non-disclosure agreement, if you disclose trade secrets or confidential business information, you will be subject to corrective action, up to and including termination of employment, even if you do not actually benefit from the disclosed information.

Disclosing confidential information could be an invasion of employee privacy, have negative effects on the Company's position and business operations, and may result in adverse legal and financial consequences for the organization. Healthcare organizations by their very nature are privy to sensitive, confidential information, such as, but not limited to, patient information, clinical protocols, research and development and marketing strategies, scientific and technical data and formulae, customer lists, financial information, compensation and benefits data, inside publications, employee data, policies and procedures, and forms.

In no case should confidential information be conveyed to individuals outside the organization, including family or associates, or even other business unit employees who do not need the information in performing their job duties. Any sensitive subject matter should be discussed only on a "need to know" basis. Employees should not seek out sensitive information. Employees without a "need to know" who become aware of confidential information should use discretion to protect the confidentiality of such information. The duty to protect confidential information, proprietary information, and trade secrets extends after your employment ends.

## Smoke-Free Workplace

The Company provides a safe, healthful and comfortable work environment for all employees, customers and visitors by prohibiting smoking in the workplace. The Company believes that a smoke-free policy is consistent with our leadership role in the healthcare industry and contributes to employee health, wellness and productivity.

This policy applies to all Company employees and visitors and is in effect 24 hours a day. Smoking is defined as carrying, holding or using a lighted cigarette, cigar or pipe of any kind or emitting or exhaling smoke of any kind.

Smoking is prohibited in all interior and exterior areas of the Company's offices and facilities except where specifically authorized by Company policy. Violation of this policy will be regarded as any other violation of Company policy and may result in corrective action, up to and including termination of employment.

## Drug-Free Workplace

It is the Company's desire to provide a drug-free, healthful and safe workplace. To promote this goal, you are required to report to work in appropriate mental and physical condition to perform your job in a safe and satisfactory manner.

While on Company or client's premises and while conducting business-related activities off premises, you may not use, possess, distribute, sell or be under the influence of drugs or alcohol or engage in the unlawful distribution, manufacture, dispensing, possession or use of illegal drugs. Violations of this policy may lead to corrective action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Theft or diversion of drugs by an employee is a serious violation of work rules and will lead to termination of employment. Such violations may also have legal consequences.

The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner, and does not endanger other individuals in the workplace.

In keeping with the goals established by this policy, as discussed below, employees and pre-placement employees may be required to provide body substance samples (e.g., blood, urine) to determine the illicit use of drugs. The Company will attempt to protect the confidentiality of all drug test results.

Drug tests may be conducted in any of the following situations:

- **Pre-Placement Testing:** As a condition to assuming any position that has been offered, a pre-placement employee is required to provide a body substance sample for drug testing. This occurs in connection with the pre-placement process.
- **Post-Accident Testing:** Any current employee who is involved in a serious incident or accident while on duty, whether on or off the employer's premises, may be asked to provide a body substance sample.
- **Fitness-For-Duty or Reasonable Suspicion Testing:** This test may be required if significant and observable changes in employee performance, appearance, behavior, speech, etc. provide reasonable suspicion of his/her being under the influence of drugs and/or alcohol. A fitness-for-duty evaluation may include the testing of a body substance sample.
- **Random Testing:** An employee who tests positive and who successfully completes a rehabilitation program may be subject to unscheduled testing for a twelve (12) month period following reinstatement.

Subject to any limitations imposed by law, a refusal to provide a body substance sample, under the conditions described above, is considered insubordination and may result in corrective action, up to and including termination of employment.

Employees, their possessions, and facility-issued equipment and containers, including but not limited to desks and lockers, under employee control are subject to search and surveillance at all times while on Company premises or while conducting Company business. Employees believed to be under the influence of drugs, narcotics or alcohol will be required to leave the premises.

Please consult the Company's Drug Free Workplace and Drug Testing Policy or your Human Resources Representative for more information on this subject.

## Medical Examinations

Pre-placement medical examinations may be required for some business units after a conditional offer of employment has been made and before the individual starts work. As required by law, fitness for duty examinations and/or medical monitoring may be required in certain situations. All medical examinations are performed by a qualified health professional of the Company's choice. An offer of employment and/or subsequent assignment of duties is contingent upon satisfactorily completing the medical examination to Company standards. A transfer between Tenet or client facilities will not normally necessitate a medical examination.

All medical examinations conducted at the request of the Company will be scheduled at reasonable times and performed at the Company's expense. Information on a pre-placement employee or employee's medical condition or history is kept separate from other personnel information and maintained confidentially. While examination results remain the property of the Company, a current employee may review their medical examination records on Company premises during regular business hours by contacting your Human Resources Representative to schedule a review.

## Safety

The Company provides periodic workplace safety training and information to employees and complies with all applicable laws regarding health and safety in the workplace. Our success in administering this policy depends on the alertness and commitment of all. Failure to adhere to safety responsibilities may result in corrective action, up to and including termination of employment.

## Use of Equipment and Vehicles

When using facility property, you are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines including but not limited to use of cell phones and any other mobile electronic devices.

You are required to notify your supervisor if any equipment, machines, tools or vehicles appear to be damaged, defective or in need of repair. The improper, careless, negligent, destructive or unsafe use or operation of equipment will result in corrective action, up to and including termination of employment. Company vehicles shall be used for official business only and shall be operated within the limits of traffic

law and safety regulations. Each employee who drives a Company vehicle must possess a valid state driver's license or chauffeur's license, as appropriate.

You will be personally responsible for any fines incurred as a result of driving or parking violation while operating a Company vehicle.

## Theft Prevention

We urge you to be alert for the entry of unauthorized persons in your office or work area whenever you are on duty. If you see anyone in the office or work area that does not appear to be an employee or who is outside their regular working area without permission, please offer assistance and direct them to their destination. If you see anyone acting suspiciously, notify your supervisor or Security Department immediately

## Security Inspections

The Company maintains a work environment that is free of illegal drugs, alcohol, firearms, explosives or other improper materials. In administering this policy, the Company prohibits the possession, transfer, sale or use of such materials on its premises. The Company requires the cooperation of all employees in administering this policy.

Desks, lockers and other storage devices may be provided for the convenience of employees but remains the sole property of the Company. Accordingly, they, as well as any articles found within them, may be inspected by any agent or representative of the Company at any time, either with or without prior notice.

The Company strictly prohibits theft or unauthorized possession of the property of employees, patients, visitors and customers. To facilitate enforcement of this policy, the Company or its representative may inspect not only desks and lockers but also persons entering and/or leaving the premises and any packages or other belongings

## Workplace Monitoring

Workplace monitoring may be conducted by the Company to ensure employee and patient safety, quality control, security and client satisfaction. . If you regularly communicate with patients, vendors or customers, you may have your telephone conversations monitored or recorded. Telephone monitoring is used to identify and correct performance problems through targeted training. Improved job performance enhances the image of our Company as well as our clients' satisfaction with our service.

Computers furnished to employees are the property of the Company. As such, computer usage and files may be monitored or accessed.

The Company may conduct video surveillance of non-private workplace areas. Video monitoring is used to identify security and safety concerns, maintain quality control, detect theft and misconduct, and discourage or prevent acts of harassment and workplace violence.

## Use of Information and Technology Systems

Computers, including portable computers, computers files, terminals, internet-connected terminals, the e-mail system, the voice-mail system and software furnished to you are facility property and intended for business use only. These information systems, together with the Internet, assist the facility in conducting business internally and externally. The equipment that makes up these systems together with the data stored in the systems, are and remain at all times, the property of the Company whether they are located in your home, at a remote location or in the office. As such, all messages or information created, sent, received or stored in the systems as well as all information and materials downloaded into Company systems are and remain the property of the Company. You should not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer and e-mail use may be monitored.

The Company strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, the Company prohibits the use of voice-mail, computers, and the e-mail and Internet systems in ways that are disruptive, offensive to others, or harmful to morale. Further, you are expressly prohibited from abusing the Company's information systems.

Any non-work related use of the systems is prohibited. Examples of inappropriate use of the systems include, but are not limited to, the following:

- Threatening or harassing other employees;
- Using obscene or abusive language;
- Creating, displaying or transmitting offensive or derogatory images, messages, or cartoons regarding sex, race, religion, color, national origin, marital status, age, physical or mental disability, medical condition or sexual orientation or which in any way violate Conifer's policy prohibiting employment discrimination and harassment in employment;
- Creating, displaying or transmitting "junk mail" such as cartoons, gossip, or "joke of the day" messages;
- Creating, displaying or transmitting "chain letters"; and
- Soliciting or proselytizing others for commercial ventures or for religious, charitable or political causes. This includes "for sale" and "for rent" messages or any other personal notices.

You should not expect privacy with regard to the Company's information systems. Any communications which is private confidential or personal should not be placed on the Company's information systems. The Company expressly reserves the right to intercept, read, review, access, and disclose all e-mail messages, to intercept, to listen, review, access, and disclose all voice mail messages and to intercept, read, review, access, and disclose all computer files, including, but not limited to internet usage and web sites that you have accessed. Every time you use or log on to these devices you are consenting to such action. The reasons for monitoring include, without limitation, to investigate wrongdoing, to determine whether security breaches have occurred, to monitor compliance with policies and to obtain work product needed by other employees.

The Company purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. It is the Company's policy to acquire software through legitimate means and respect agreements concerning the use and copying of software. You may not use software on more than one computer or use any personally acquired software on the Company's computer without expressed approval and authorization of the Information Systems Director or Department.

Security of the Company's information systems is a priority and the responsibility of all employees. You must sign off the computer you use when away from the computer for extended periods and at the end of each workday. Computer log-in IDs and passwords for network access, e-mail, voice-mail, and other applications should never be revealed to anyone unless requested by authorized Conifer personnel.

You should notify your immediate supervisor, Information Systems Department, or any member of management upon learning of violations of this policy. While not all inclusive, any breach of the policies information and technology systems may result in corrective action up to and including termination of employment.

## Cameras and Recording Devices

In order to protect the privacy of Conifer, our employees and customer information, cameras and recording devices should not be used in work areas, restrooms, locker rooms, conference rooms, private offices and other confidential areas. Cameras and recording devices may only be used in the Business Unit with the consent of Management.

## Violence in the Workplace

Your safety and security are of vital importance. Acts or threats of physical violence, including intimidation, harassment and/or coercion, which involve or affect the Company, or which occur on Company property, will NOT be tolerated from anyone. The prohibition against threats and acts of violence applies to all persons involved in the operation of Conifer and any business units in which we operate, including, but not limited to Company personnel, contract and temporary workers and anyone else on Company property. Violations of this policy by any individual will result in corrective action, up to and including termination of employment, and/or legal action as appropriate.

Workplace violence is any intentional conduct which is sufficiently severe, offensive or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created. Examples of workplace violence include, but are not limited to, the following:

- Threats or acts of violence occurring on Company premises, regardless of the relationship between the Company and the parties involved in the incident.
- Threats or acts of violence occurring off Company premises involving someone who is acting in the capacity of a representative of the Company.
- Threats or acts of violence occurring off Company premises involving an employee of the Company as a victim if the Company determines that the incident may lead to an incident of violence on Company premises.
- Threats or acts resulting in the conviction of an employee or agent of Company, or of an individual performing services for Company on a contract or temporary basis, under any criminal code provisions relating to violence or threats of violence which adversely affect the legitimate business interests of Company.

An employee's unlawful or unauthorized possession, display or use of a dangerous or deadly weapon, including but not limited to all firearms, in the workplace is prohibited under the Employee Conduct and Work Rules Policy and may subject the employee to immediate corrective action, up to and including termination of employment.

Specific examples of conduct, which may be, considered threats or acts of violence under this policy include, but are not limited to the following:

- Threatening physical or aggressive contact directed toward another individual.
- Threatening an individual or his/her family, friends, associates or property with physical harm. •

The intentional destruction or threat of destruction of Company property or another's property. •

Harassing or threatening phone calls.

- Surveillance.
- Stalking.
- Veiled threats of physical harm or like intimidation.

You should report any acts or threats of physical violence, including intimidation, harassment and/or coercion, which involve or affect the Company, or which occur on Company property, to your immediate supervisor, to Security staff, or Human Resources Representative, as appropriate to the situation. Additional information is available in the Company's Violence Workplace policy.

## Appearance and Hygiene

You are required to present a clean and neat appearance and dress according to the requirements of your position. When you are in the workplace, or representing the Company outside of the workplace, please remember the following:

- You are requested to be aware of and conscientious about your personal hygiene, neatness of attire and cleanliness of apparel. Strong odors or excessive use of perfumes or cologne are inappropriate. Your good judgment, with periodic assistance from peers and supervisors should, in most instances, be sufficient to define appropriate dress and hygiene.
- If you fail to follow personal appearance and hygiene guidelines, you will be sent home and directed to return to work in proper form. Under such circumstances, non-exempt employees will not be compensated for the time away from work.
- The Company reserves the right to determine the appropriateness of your attire and appearance and implement more specific policies. Continued failure to comply with this policy or your business unit's policy may result in corrective action, up to and including termination of employment.

If you have any questions please consult your Supervisor or Human Resources Representative.

## Telephone Use

The telephone system is critical to the daily operation of the Company. Execute appropriate telephone courtesy at all times. You are requested to keep all personal phone calls to a minimum and, unless there is an emergency, should discourage relatives and friends from calling you during working hours. Please keep

your conversations brief. Under no circumstances should an employee make or charge a long distance or toll phone call to the Company unless the call is work-related. Abuse of Company telephones may be grounds for termination of employment.

## Use of Company Name

The use of the name of the Company or use of Company stationery for other than official Company business must be approved by the senior leader in your business unit.

## Travel on Company Business

Some positions may require an employee to travel for business purposes. If you are injured while traveling on Company business, you may be eligible for Workers' Compensation benefits to pay for your medical treatment and to replace a portion of lost earnings, if applicable. If you are involved in an accident on Company business while driving your personal vehicle, your personal automobile insurance policy would be responsible for damages to your vehicle, the other party's vehicle and any injuries to the other party. You must advise the Company immediately in the event of an accident. The Company will compensate you for the use of your auto for business travel but does not insure your personal auto.

## Voting Time

Polling hours allow sufficient time for voting before or after work. If you need extra time off to vote because of unusual circumstances, check with your supervisor. The Company will also follow state law on this subject.



# Standards of Conduct

Conifer's Ethics and Compliance Department is responsible for the Company's values-based ethics program.

Conifer's Ethics and Compliance Program promotes decisions that support our Mission and Values as outlined in Conifer's Standards of Conduct. Because these values are so critical, following the Standards of Conduct is a condition of employment for every Conifer employee. The Standards also apply to our corporate Board of Directors, governing boards and contractors when they are acting on behalf of Conifer.

Two significant activities that support this focus are the Ethics Action Line (EAL) and the annual ethics sessions held for all employees and the board of directors.

To obtain more information, contact your Conifer Compliance Officer or Human Resource Representative.

## Employee Conduct and Work Rules

To provide the best possible work environment for employees and to assure orderly business operations for our facility, the facility expects you to follow rules of conduct that will protect the interests and safety of all patients, employees, and the facility. Conduct that is offensive to patients or fellow employees, discredits the Company, interferes with business operations, or any other conduct which, in the Company's judgment, is adverse to the Company's interest, will not be tolerated. Except to the extent addressed by any applicable agreement, employment with the Company is at the mutual consent of the Company and you, and either party may terminate that relationship at will, at any time, with or without cause, and with or without advance notice.

It is not possible to list all forms of behavior considered unacceptable in the workplace. However, the following are examples of improper or inappropriate conduct that may result in immediate corrective action, up to and including termination of employment:

- Failure to comply with federal and state laws and regulations and other requirements and Conifer's policies and procedures.
- Violation of Conifer's Standards of Conduct;
- Theft or inappropriate removal or possession of Company or facility property;
- Falsification of timekeeping records or other facility documents or records;
- Providing false information in connection with any Company or government investigation or audit or workers' compensation claim;
- Failure to report overpayment of wages, benefits or perquisites;
- Reporting to work or working under the influence of alcohol or illegal drugs;
- Possession, distribution, sale, transfer or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment;
- Unauthorized possession, display or use of a dangerous or deadly weapon in the workplace;
- Fighting or threatening violence in the workplace;
- Boisterous or disruptive activity in the workplace;
- Negligence or improper conduct leading to property damage;
- Insubordination or other disrespectful conduct;

- Violation of safety or health rules;
- Sexual or other unlawful harassment;
- Excessive absenteeism, tardiness or absence without notice;
- Unauthorized absence from work station during the work day;
- Unsatisfactory performance or conduct;
- Dishonesty;
- Sleeping, or giving the appearance of sleeping while on duty.

Violations of these conduct and work rules will lead to immediate counseling and corrective action, up to and including termination of employment. Any corrective action requiring the employee to refrain from reporting to work for a period of time may be without pay.

## Professional Relationships with Patients

You are expected to maintain a professional relationship with patients at all times in order to provide the highest quality of patient care.

The following are examples of types of improper or inappropriate conduct that can result in immediate corrective action, up to and including termination of employment:

- Engaging in sexual activity with a current patient.
- Knowingly socializing or engaging in sexual activity with prospective, current or former psychiatric or chemical dependency patients, or any member of their family who is or was participating in any family-oriented therapy or treatment.
- Engaging in any activities and/or relationships with patients that violate Conifer's Standards of Conduct
- Abusing a patient through emotional or physical means such as slapping, hitting, kicking or biting, or using abusive or provocative language with, or in the presence of, a patient or a member of the patient's family.
- Using any type of restraint other than those prescribed and approved by the physician.
- Failing to maintain the confidentiality of any patient information.
- Individually accepting gifts from or giving gifts to a patient or any member of the patient's family.
- Providing unauthorized or un-prescribe drugs, alcohol or related paraphernalia to a patient.

## Taking Care of Patients

The patient is entitled to exceptional courtesies and kindness and should be treated accordingly. Please follow these basic rules at all times:

- Release of information without a patient's consent is not only improper but also illegal which can subject you and the company to fines. Make it a rule not to discuss the patient's condition, on or off

duty, with the exception of authorized professional exchange of information on a need-to-know basis.

- Patients must be protected at all times from invasion of privacy. Those employees who talk with patients in connection with their job duties should keep their conversation specific, warm and cheerful. Gossip and unwarranted involvement can be damaging and is always discouraged. Unauthorized visiting by other facility personnel should be avoided completely.
- Services or goods may not be purchased for patients or sold to them.
- Potential safety hazards to any patient must be reported immediately.
- Mail is important to our patients. Give the patient's mail all possible protection.
- The facility is a quiet environment. You must keep this in mind from the time you begin work until you leave. Modulate your voice and be considerate of patient care and comfort.
- Valuables of patients require extra care because the patient's room is usually not secure.

## False Claims Laws

The foundation of our success is secured by an unrelenting commitment to ethical behavior and compliance with the laws that regulate our industry. Accordingly, in the important areas of federal and state laws pertaining to false claims and false statements, we make every attempt to never present claims for payment or approval to any public or private payors that are false, fictitious, exaggerated or fraudulent. We make every attempt to bill only for goods or services that were actually provided, as well as to properly code every good or service. If personal knowledge is required to fill out a form, we fill it out only if we have that personal knowledge. If we see a claim, bill or code that contains a possible error, we have an obligation to investigate the potential error and, if possible, correct the error prior to the bill or claim's submission. If we cannot resolve the problem or need further clarification on the applicability of often complex billing or coding rules or similar regulations, we report it, as appropriate, to our supervisors or to the Ethics and Compliance Department or the Ethics Action Line (EAL) at 1-800-8-ETHICS. Conifer's substantial commitment of qualified personnel and other resources to developing and implementing a robust and effective compliance program enables us proactively to review and investigate, as appropriate, the compliance questions or concerns you report to us. We urge you to use these compliance program procedures if you have any concerns in this area. Further, our non-retaliation commitment will protect Conifer employees who faithfully discharge their duty to help us ensure that Conifer's operations are consistently conducted in accordance with our Standards of Conduct and all applicable laws.

## Federal Civil False Claims Act

The federal civil False Claims Act (FCA) protects federal government programs including Medicare, Medicaid and TRICARE (the military health plan) from fraud and abuse. This law prohibits a provider from knowingly presenting, or causing to be presented, a false or fraudulent claim to the federal government (or to one of its programs) for payment. It also prohibits the knowing use or creation of a false record or statement to get a false or fraudulent claim paid by the federal government. In addition, it prohibits the knowing concealment or knowing and improper avoidance or decrease of an obligation—including an overpayment not reported and returned after sixty days—to pay or transmit money or property to the federal government. Honest mistakes are not violations of the FCA. To violate the FCA, a health care provider must

have actual knowledge that the claims are false, or must act with reckless disregard or deliberate ignorance as to their truth or falsity. Federal officials may file lawsuits against a provider that they believe knowingly submitted a false claim, seeking three times the amount of the government's damages and a significant monetary penalty for each false claim. Federal officials may seek further relief under additional administrative provisions prohibiting similar conduct as well as the omission of material information in a claim for payment.

The FCA also contains what are commonly known as "whistleblower" or qui tam provisions. This part of the FCA authorizes private individuals, under certain circumstances, to file a lawsuit in federal court on behalf of the United States government if those individuals have direct and independent knowledge about the knowing submission of false claims. These individuals must be the original source of such information. Such a lawsuit will remain confidential for a limited period while the government reviews the merits of the lawsuit and decides whether it will take over primary responsibility for the case. If the government decides not to join (or "intervene") in the lawsuit, the whistleblower can continue with the lawsuit at his or her own responsibility and expense. If the lawsuit is successful, the individual is entitled to a portion of the United States' monetary recovery. The amount of the individual's share of the recovery will vary based on a number of factors, including whether the federal government joined in the action. The FCA also provides employees with protection against retaliation in the workplace.

Conifer considers its Standards of Conduct and corporate compliance program to be its first line of defense against behavior that would undermine our basic values and threaten non-compliance with our legal obligations. We need each of our employees to support our efforts in this regard. The types of inappropriate operational conduct addressed by the false claims laws described in this Handbook can usually best be addressed at the outset through Conifer's own internal compliance process. Conifer is committed to its compliance program for detecting and preventing fraud, waste and abuse. As a Conifer employee, you have an obligation to report compliance concerns to us. We believe use of Conifer's internal compliance process is the best practical option to help ensure compliance because it enables us to move quickly to address potential issues. If you see something of concern, talk to us.

## State False Claims Laws

### **Alabama:**

In addition to the federal FCA, some states have enacted their own false claims statutes. There is no similar civil action by relators currently authorized under Alabama law. However, under Alabama law, prosecutors may bring criminal actions against any person who knowingly makes or causes to be made or assists in the preparation of any false statement, representation or omission of a material fact in any claim or application for payment, regardless of the amount from the Medicaid Agency with the intent to defraud or deceive. Criminal penalties can include both fines and imprisonment.

Pursuant to the Alabama Medicaid regulations, when there has been fraud or abuse against the Medicaid program, in addition to the criminal penalties discussed above, restitution of improper payments may be pursued and administrative sanctions may be imposed. Administrative sanctions include, among other things, warning letters, pre-payment claim review, suspension of Medicaid payments, suspension of Medicaid participation, and termination of Medicaid participation. The Medicaid program defines fraud for these purposes as “an intentional deception or intentional misrepresentation made by a person with the knowledge that the deception could result in some unauthorized personal benefit or unauthorized benefit to some other person. Fraud is dependent upon evidence that must substantiate misrepresentation with intent to illegally obtain services, payment, or other gains.” Examples of fraud include the following:

- billing for services or equipment that the patient did not receive;
- charging recipients for services over and above that paid for by Medicaid;
- double billing or other illegal billing practices;
- submitting false medical diplomas or licenses in order to qualify as a Medicaid provider;
- ordering tests, prescriptions or procedures the patient does not need;
- rebating or accepting a fee or a portion of a fee for a Medicaid patient referral;
- failing to repay or make arrangements for the repayment of identified overpayments; and
- physical, mental, emotional or sexual abuse of a patient.

Suspected fraud and abuse may be reported to the Alabama Medicaid Agency Program Integrity Division by calling 1-866-452-4930 or by writing the Alabama Medicaid Program Integrity Division at Post Office Box 5624, Montgomery, Alabama 36103-5624. The report may be anonymous and the information will be kept confidential. Reports of suspected provider fraud and abuse may be referred to the Medicaid Fraud Control Unit of the Alabama Attorney General's Office.

Unlike the federal FCA, Alabama law does not contain qui tam or relator provisions. There is also no provision for a private citizen to share a percentage of monetary recoveries.

Alabama law does prohibit state employers from retaliating, discriminating, or harassing state governmental employees who report a violation of state law in sworn testimony or in an affidavit.

Alabama law does not contain similar protections for non-governmental employees.

The Alabama Medical Licensure Commission may suspend, revoke, or restrict any license to practice medicine or osteopathy or place on probation or fine any licensee when the licensee files a false or fraudulent claim with the Medicaid Agency. California:

California law prohibits conduct similar to that addressed under the federal FCA.

California Government Code Sections 12650-12656 (commonly known as the California False Claims Act or CFCA), prohibit any person from submitting a false or fraudulent claim totaling over \$500 to the state or local government. The CFCA also makes it illegal for any person who benefits from a false claim, and later discovers the falsity of the claim, to fail to disclose the false claim to the applicable state or local government. The CFCA does not apply to workers' compensation claims, tax claims, or claims against public entities and employees. California officials may file a lawsuit against a suspected violator of the CFCA, or alternatively, a private individual, such as an employee, may file a qui tam lawsuit on behalf of the government. California officials may choose to participate in the qui tam lawsuit or allow the individual to proceed alone on the state or local government's behalf. If the case is successful, the individual is entitled to a portion of the government's monetary recovery. Employees who assist or participate in an action under the CFCA are protected from workplace retaliation. The CFCA imposes a civil penalty of up to \$10,000 for each separate violation of the law and violators must repay the applicable state or local government an amount equal to three times the value of the false claim.

California Welfare & Institutions Code Section 14107 prohibits fraud involving funds of the state's medical assistance programs, including Medi-Cal. This statute establishes grounds for both criminal and civil actions against any person who knowingly defrauds Medi-Cal or other state medical assistance programs by submitting false claims or making false representations. Actions under this statutory provision may only be brought by state officials. Private individuals cannot file qui tam lawsuits under this provision, although the state may offer monetary rewards of up to \$1,000 to individuals who provide information leading to recovery of fraudulently-obtained funds. Penalties for a violation of this statute include imprisonment and/or a fine not exceeding three times the amount or value of the fraud.

California Insurance Code Section 1871.7 (commonly known as the California Insurance Frauds Protection Act) imposes civil penalties for violations of California Penal Code Section 550, which prohibits knowingly presenting a false claim for a health care benefit to a private insurer. Actions under this statute may be brought by the district attorney or California Insurance Commissioner. Alternately, a qui tam lawsuit may be filed on behalf of the state by a private individual or entity, such as an employee or insurer. The state or district officials may choose to participate in the qui tam lawsuit or allow the individual to proceed alone on the state's behalf. If the case is successful, the individual is entitled to a portion of the state's monetary recovery. Employees who assist or participate in an action under this statute are protected from workplace retaliation. Penalties for a violation of this statute include a civil penalty between \$5,000 to \$10,000, plus an assessment not exceeding three times the amount of each fraudulent claim. In addition, there may be a separate criminal prosecution for the violation of California Penal Code Section 550. Penalties for violation of Penal Code Section 550 include imprisonment of up to five years and a fine of the greater of \$50,000 or double the amount of the fraud.

### ***Florida***

Florida law prohibits conduct similar to that addressed under the federal FCA, but the Florida prohibitions apply to the submission of false or fraudulent claims that would be paid from state government funds. State officials may file a lawsuit directly against someone they believe submitted a false claim to a state program, or a private individual, such as an employee, may file a qui tam lawsuit on behalf of the state. State officials may choose to participate in the qui tam lawsuit or allow the individual to proceed alone on the state's behalf. If the case is successful, the individual is entitled to a portion of the state's monetary recovery. Employees who assist or participate in an action under Florida's False Claims law are protected from workplace retaliation. Additional false claims laws in Florida apply specifically to Medicaid provider fraud. These statutes establish grounds for criminal actions against any person who knowingly defrauds the state Medicaid program. A violation constitutes either a first, second or third degree felony, depending

upon the monetary amount of the false claim at issue, and also subjects the violator to a mandatory statutory fine. Private individuals cannot file qui tam lawsuits under these provisions; criminal actions may only be brought by state officials.

***Georgia:***

Georgia false claims law prohibits conduct similar to that addressed under the federal FCA, but the Georgia prohibitions pertain to the submission of false or fraudulent claims when payment would be made specifically by the state's Medicaid program. The law allows state officials to seek criminal penalties for violations. A provider can also be liable for a civil penalty of three times the amount of any excess payment made by the state's Medicaid programs and significant monetary damages per false claim. However, if the person committing the violation meets certain requirements by reporting the violation and cooperating with any subsequent government investigation, damages will be limited to two times the amount of actual damages suffered by the state Medicaid program.

A civil false claims action may be brought by the state Attorney General or by a private person in the name of the State of Georgia to which the Attorney General may elect to intervene. The Georgia false claims law also includes whistleblower protection against workplace retaliation for civil actions brought by or assisted by an employee under the law.

***Missouri:***

Missouri's fraud and abuse laws prohibit conduct similar to that addressed under the federal FCA and Anti-kickback Statute but the Missouri prohibitions apply to the submission of false or fraudulent claims when payment would be made specifically through a Missouri state funded medical assistance program ("MAP"), such as Medicaid. No person shall knowingly destroy or conceal records that are considered necessary. The state Attorney General may seek criminal penalties including imprisonment and a fine in addition to repayment of the funds unlawfully obtained, and investigative and prosecution costs. The state Attorney General may also bring a civil action against any person who receives a healthcare payment under a MAP as a result of a false statement, representation or concealment. Recovery may include civil penalties, plus up to three times the amount of the inappropriately received funds and costs. Only the state Attorney General can bring such actions; private individuals cannot file qui tam lawsuits under these provisions. Any person who discovers a violation by himself or herself or such person's organization and who reports such information voluntarily before such information is public or known to the attorney general shall not be prosecuted for a criminal violation. Missouri fraud and abuse laws include whistleblower protections against workplace retaliation and allow for original source whistleblowers to share in the recovery unless the whistleblower participated in the act constituting the violation.

***Nebraska:***

Nebraska law prohibits the knowing submission of false or fraudulent claims for payment of funds specifically by the state's medical assistance programs ("MAP"). Nebraska's False Medicaid Claims Act further prohibits the failure to disclose a benefit received as the result of the submission of a false claim. Specifically, Nebraska law provides that a person who later discovers that he or she has benefited inappropriately from the submission of a false claim, but does not disclose the false claim to the state within sixty days of that discovery is in violation of Nebraska's False Medicaid Claims Act. Anyone who, acting on behalf of a provider, knowingly charges, solicits, accepts, or receives anything of value in addition to the amount legally payable under the MAP subjects themselves to civil liability under the False Medicaid Claims Act. A person also violates the False Medicaid Claims Act, and subjects themselves to civil liability and damages by knowingly failing to maintain or to disclose or by destroying necessary records within six years after the date on which payment was received. The state Attorney General may bring an action



seeking substantial civil penalties as well as triple recovery of excessive payments by the state's MAP plus the state's costs and attorney's fees. Only the state Attorney General can bring such actions; private individuals cannot file qui tam lawsuits under these provisions. A civil action under the False Medicaid Claims Act shall be brought within six years after the date the claim is discovered and in any event, no more than ten years after the date on which the violation of the act was committed. The only express whistleblower protection statutes in Nebraska prohibit agencies of state government from retaliating against state employees who report wrongdoing in state government to the proper authorities.

Nebraska requires all providers who meet the definition of "entity" to comply with the requirements of 1902(a)(68) of the Social Security Act, P.L. 109-171. Also known as Section 6032, this section applies to Nebraska Medicaid providers who annually receive payment of at least \$5 million from the Nebraska Medical Assistance Program (Medicaid). Nebraska will monitor this requirement by identifying entities who have received in any federal fiscal year payments of at least \$5 million. Nebraska will validate compliance by sampling the identified entities annually.

***New Mexico:***

New Mexico law generally prohibits conduct similar to that addressed under the federal FCA, but the New Mexico prohibitions apply to the submission of false statements or fraudulent claims that would be paid specifically by state funds. New Mexico law generally prohibits a person from knowingly delivering less property or money owed to the state than indicated on a receipt or otherwise delivering a receipt falsely representing material characteristics of the related property. New Mexico law generally prohibits persons having discovered the falsity of a claim from failing to disclose the false claim to the state within a reasonable time after that discovery. Further, New Mexico law prohibits a person from knowingly submitting false statements or misrepresentations of material fact in order to certify facilities under the Medicaid program. Notably, New Mexico law prohibits an individual from knowingly presenting, or causing to be presented, to an employee, officer or agent of the state or to a contractor, grantee or other recipient of state funds a false or fraudulent claim for payment or approval.

The U.S. Department of Health and Human Services Office of Inspector General ("OIG") recently issued guidance stating that New Mexico law fails to comply with certain requirements under the federal DRA. Specifically, that guidance indicates that New Mexico law does not provide an "original source" exception provided by federal law, and thus it is not at least as effective in facilitating and rewarding qui tam actions as the federal FCA. Further, recent amendments to the federal FCA removed the requirement that claims be presented to an officer or employee of the government. Although OIG has not opined on this aspect of the New Mexico law, it is also likely that this provision is not in compliance with DRA requirements for state false claims statutes.

For purposes of New Mexico law, "knowingly" means that a person has acted with actual knowledge of the truth or falsity of the information, in deliberate ignorance of the truth or falsity of the information, or in reckless disregard of the truth or falsity of the information. Proof of specific intent to defraud is not required.

A person may file a qui tam civil action individually and on behalf of the state. The state may opt to intervene or decline to proceed with the action. In the latter case, the qui tam plaintiff may proceed. If the state proceeds with the action, the state has the primary responsibility for the action and the individual may continue as a party, subject to certain limitations. Other than the state, no one may intervene or bring a related action based on the facts of a pending qui tam action.

Persons violating the New Mexico false claims laws may be liable for treble damages, civil penalties and costs of actions brought to recover damages, including attorney fees. If a civil claim is successful, a qui tam

plaintiff may be entitled to a portion of the state's monetary recovery plus reasonable expenses and attorney fees. Employees who assist or participate in an action under New Mexico law are protected from workplace retaliation.

New Mexico Fraud Against Taxpayers Act civil actions may not be brought against conduct occurring prior to July 1, 1987. Actions under the Medicaid False Claims Act must be brought within four years. Unless the state determines otherwise, qui tam actions may not be based on allegations or transactions that are the subject of a criminal, civil or administrative proceedings in which the state is already a party.

New Mexico state law allows officials to seek criminal penalties against any person who knowingly makes a misrepresentation of material fact under the Medicaid program or against any person who knowingly submits false or incomplete information for the purpose of receiving Medicaid benefits. Private individuals cannot file qui tam lawsuits under these provisions; criminal actions may only be brought by New Mexico state officials. Criminal actions under the New Mexico Medicaid Fraud Act must be brought within five years from the date the action accrues.

***North Carolina:***

Pursuant to both the Medical Assistance Provider False Claims Act (N.C. Gen. Stat. §§108A-70.10, et. seq.) and the False Claims Act (N.C. Gen. Stat. §§1-605, et. seq.), North Carolina law prohibits conduct similar to that addressed under the federal FCA. However, North Carolina prohibitions apply to the submission of false or fraudulent claims that would be paid from either or both the state's medical assistance programs specifically or the State generally.

Under the Medical Assistance Provider False Claims Act, only the state Attorney General may file a lawsuit; a private individual may not file a lawsuit under that Act (otherwise known as a qui tam complaint) on behalf of the state. However, under the North Carolina False Claims Act, the Attorney General may file a suit on behalf of the state, and just like the federal FCA so may a private individual with actual knowledge of the alleged false claim(s). When a private individual brings a claim(s) under the North Carolina False Claims Act that claim is brought in the name of the state of North Carolina and the individual is referred to as a qui tam plaintiff.

A provider who is found to have violated either Act may be liable for civil monetary penalties up to \$11,000 per false claim, plus three times the damages sustained by the State or the Medical Assistance Program. Under either Act, a provider can also be held liable for the costs of a civil action brought to recover any such penalties and damages and can be excluded from participation in both state and federal health care programs.

Individuals who act lawfully in the support of a claim brought against a provider under either Act or who bring an action under the qui tam provisions of the North Carolina False Claims Act are protected from workplace retaliation (for example, discharge, suspension, demotion, harassment, etc.) and the individual may pursue an action against the provider for any such retaliation.

The North Carolina Medical Assistance Provider Fraud statute (N.C. Gen. Stat. §108A-63) allows North Carolina officials to seek criminal penalties against providers who defraud the state Medicaid program by submitting false claims or making false representations. The statute also makes it unlawful for a provider of medical assistance to conceal or fail to disclose any fact or event affecting its entitlement to payment or the amount of payment due.

North Carolina may have laws which are triggered by the submission of a false or fraudulent claim to a third party payor including insurance fraud (see, for example, N. C. Gen. Stat. §58-2-161), mail fraud, and wire fraud.

***Pennsylvania:***

Pennsylvania law prohibits the knowing submission of false or fraudulent claims for payment of funds by or receipt of benefits from the state's medical assistance programs. More specifically, it prohibits the knowing presentation of a false claim, the knowing presentation of a claim for medically unnecessary services, the knowing submission of false information to obtain an excessive payment, and the knowing submission of false information to obtain authorization or certification to provide such services or merchandise under the state's medical assistance programs. Pennsylvania law also prohibits an individual from knowingly making a false statement, failing to disclose a material fact, or concealing an event regarding such person's eligibility for medical assistance benefits. State officials may seek criminal penalties for violations of these laws. In addition, upon conviction, the trial court must order repayment of the excessive payments or improperly obtained benefits. A provider convicted of submitting false claims must also pay an amount of up to three times the amount of excessive payments and is ineligible to participate in the state's medical assistance program for five years. A person improperly obtaining benefits is subject to termination or restriction of the individual's medical assistance benefits and a \$1,000 penalty for each violation. Only state officials can bring such actions; private individuals cannot file qui tam lawsuits under these provisions. Pennsylvania false claims laws do not include whistleblower protection against workplace retaliation; however a state whistleblower law generally prohibits an employer from discharging, threatening, or otherwise discriminating or retaliating against an employee who makes a good faith report about an instance of wrongdoing or waste, or an employee who participates in an investigation, hearing, or inquiry. The remedies/penalties for violating the whistleblower law may include: civil action for injunctive relief and/or damages; reinstatement of the employee; payment of back wages; full reinstatement of fringe benefits and seniority rights; actual damages; and payment of the whistleblower's attorney fees and witness fees.

***South Carolina:***

South Carolina false claims law (S.C. Code Ann. §43-7-60) prohibits conduct similar to that addressed under the federal FCA, but the South Carolina prohibitions apply to the submission of false or fraudulent claims when payment would be made specifically by the state's Medicaid program. The law allows the South Carolina Attorney General to seek criminal penalties and to bring a civil action seeking triple recovery of the fraudulently received funds, as well as two thousand dollars for each false claim. Only the state Attorney General can bring such actions; private individuals cannot file qui tam lawsuits under these provisions. South Carolina false claims law does not include whistleblower protection against workplace retaliation.

The South Carolina Presenting False Claims for Payment statute (S.C. Code Ann. §38-55-170) provides for criminal penalties and fines if a person knowingly causes, assists, solicits, or conspires to present a false claim for payment to an insurer, a health maintenance organization, or to any person or the State of South Carolina providing benefits for health care in South Carolina. The South Carolina Medicaid False Application Statute (S.C. Code Ann. §43-7-70), Computer Crime Act (S.C. Code Ann. §16-16-10 et seq.), Insurance Fraud and Reporting Immunity Act (S.C. Code Ann. 38-55-510 et. seq.), and the South Carolina Department of Health and Human Services Administrative Sanctions Against Medicaid Providers Regulations (S.C. Code Reg. 126-400 et. seq.) also provide criminal, civil, and administrative penalties and sanctions for providers and other individuals who make false statements, submit false claims, and engage in other abusive or fraudulent acts related to health care billing and reimbursement.

**Tennessee:**

Tennessee has a state False Claims Act (Tenn. Code Ann. §§ 4-18-101, et. seq.), (the “Tennessee FCA”) and a Medicaid False Claims Act (Tenn. Code Ann. §§ 71-5-181, et. seq.) (the “Medicaid FCA”). Both laws prohibit conduct similar to that addressed under the federal FCA. The Medicaid FCA, however, prohibits the submission of false or fraudulent claims that would be paid specifically from state Medicaid funds, including under the TennCare program. The Tennessee FCA prohibits the submission of false or fraudulent claims that would be paid from state funds except to the extent such conduct is already prohibited under the Medicaid FCA. The Tennessee FCA differs from the Medicaid FCA in that under the Tennessee FCA, a person may be liable if the person (a) is a beneficiary of an inadvertent submission of a false claim to the state, (b) subsequently discovers that the claim is false, and (c) fails to disclose the false claim to the state within a reasonable time after discovery of the false claim. The Tennessee FCA also does not apply to any claim less than \$500 in value, nor to any claims, records or statements made pursuant to workers’ compensation claims or under any statute applicable to any tax administered by the Tennessee Department of Revenue. Both laws allow state officials to file a lawsuit, or a private individual, such as an employee, to file a qui tam/whistleblower lawsuit on behalf of the state. State officials may choose to participate in the qui tam/whistleblower lawsuit or allow the individual to proceed alone on the state’s behalf. If the case is successful, the individual is entitled to a portion of the state’s monetary recovery. Employees who assist state officials or participate in an action under either the Tennessee FCA or the Medicaid FCA are protected from workplace retaliation. Relief for employees who are impermissibly retaliated against includes reinstatement with the same seniority status, up to two times the amount of back pay (plus interest) and compensation for any special damages sustained including litigation costs and attorneys’ fees. Relief under the Tennessee FCA may also include punitive damages where appropriate. Tennessee has also adopted several other false claims statutes that are intended to prevent fraud and abuse in the TennCare program (Tenn. Code Ann. Sec. 71-5-2501, et. seq. (the “TennCare Fraud and Abuse Reform Act”); Tenn. Code Ann. Sec. 71-5-2601, et. seq. (“Prevention of Fraud and Abuse in TennCare”)). These laws generally prohibit the filing of any false or fraudulent claim or documentation in order to receive compensation from the TennCare program. These laws also allow state officials to seek criminal penalties against any person who knowingly defrauds the state Medicaid/TennCare program by submitting false claims or making false representations. Private individuals cannot file qui tam/whistleblower lawsuits under the provisions of these laws; criminal actions may only be brought by state officials. However, under the TennCare Fraud and Abuse Reform Act, the Tennessee Office of Inspector General is authorized to pay a monetary reward for information that leads to the arrest and conviction of any person or entity that has engaged in TennCare fraud.

**Texas:**

Texas law prohibits conduct similar to that addressed under the federal FCA, but the Texas prohibitions apply to the submission of false or fraudulent claims or statements that would be paid specifically by the state’s medical assistance program or would qualify a provider to receive payment thereunder. Further, Texas law prohibits a person from knowingly submitting false statements or misrepresentations of material fact in order to certify facilities under the Medicaid program. A private individual, such as an employee, may file a qui tam lawsuit on behalf of the state government; although, a person may not file a qui tam lawsuit based on public information unless the person bringing that action is an original source of the information.

The state officials may choose to participate in the qui tam lawsuit or allow the individual to proceed alone on the state’s behalf. If the state proceeds with the action, the state has the primary responsibility for the action and the individual may continue as a party, subject to certain limitations. Other than the state, no one may intervene or bring a related action based on the facts of a pending qui tam action.

If the case is successful, the individual is entitled to a portion of the state's monetary recovery plus reasonable expenses, reasonable attorney's fees, and costs that the court finds to have been necessarily incurred. Employees, contractors, and agents who assist or participate in an action under Texas' False Claims law are protected from workplace retaliation. To prevail in a civil or administrative proceeding, proof of specific intent to knowingly file or submit a false claim is not required. Additional state law allows state officials to seek criminal penalties against any person who knowingly defrauds the state Medicaid program by submitting false claims or making false representations. Private individuals cannot file qui tam lawsuits under these provisions; criminal actions may only be brought state officials.

The U.S. Department of Health and Human Services Office of Inspector General ("OIG") recently issued guidance stating that Texas false claims provisions fail to comply with certain requirements under the federal DRA due to recent amendments to the federal FCA. In part, OIG noted that Texas law does not establish liability for the same breadth of conduct as the amended FCA. Further, OIG recognized that Texas law does not provide similar statute of limitations provisions and contains a more restrictive definition of "original sources" of information than the federal FCA. While the State has made certain revisions to its false claims provisions since OIG issued its guidance, including certain revisions to penalties deemed not to be DRA-compliant in that guidance, OIG has not yet concluded that the revised state law complies with the DRA. As a result, Texas False Claims provisions may be further revised in order to comply with federal funding requirements.

Texas Medicaid guidance requires that entities receiving annual Medicaid payments of at least \$5,000,000 to establish written policies addressing employee roles in preventing and detecting waste, fraud, and abuse. These written policies must address Texas civil and criminal laws relating to false claims. In addition, policies and procedures must address employee whistleblower protections.

**Illinois:** (applicable to Saint Louis University Facility)

Illinois law prohibits conduct similar to that addressed under the federal FCA but the Illinois prohibitions apply to the submission of false or fraudulent claims that are paid or approved by the State. Under the Whistleblower Reward and Protection Act either a private person (as a qui tam plaintiff) or the Attorney General may file a civil action against a person violating the Act. The State may elect to intervene and proceed with the action. The qui tam plaintiff may receive a percentage of the proceeds of the action or settlement of the claim. The Act also provides protection for qui tam plaintiffs by making it a violation to discharge, demote, suspend, threaten, harass or in any other manner discriminate against an employee for disclosing information to a government or law enforcement agency or in a court, at an administrative hearing, before a legislative commission or committee or in another proceeding. These protections allow for several types of relief, including reinstatement, double back pay with interest and compensation for special damages, such as litigation costs and attorneys' fees. Illinois has also enacted a Public Assistance Fraud Act. Under this statute, it is illegal for a person, firm, corporation, association, agency, institution or other legal entity to willfully make a false statement or representation or conceal a material fact to obtain medical assistance benefits. Persons violating these provisions may be ordered to pay monetary restitution, and may also be held criminally liable. This statute does not include any qui tam provisions.

**Mississippi:** (applicable to Saint Francis Facility)

The State of Mississippi has not adopted any false claims acts or statutes that contain qui tam or whistleblower provisions that are similar to those found in the federal False Claims Act. Mississippi law does broadly prohibit individuals or entities from intentionally obtaining anything of value by means of a false claim in connection with the delivery of or payment for any insurance claim. See Miss. Code Ann. § 7-5-303. The Insurance Integrity Enforcement Bureau is responsible for enforcement of this prohibition, and various individuals and entities, including health care providers or anyone with a belief that a false claim

was submitted, may report this information to the Bureau. The Bureau has sole discretion to determine whether or not to pursue prosecution of the potential violation. Furthermore, there are no whistleblower protections for informants who report to the Bureau, and no provisions permitting the government to split monetary recoveries with informants whose information leads to claims that are ultimately successfully.

Mississippi has also adopted a generally applicable Medicaid Fraud Control Act that makes it unlawful for a person to submit false and fraudulent claims to the Mississippi Medicaid program. See Miss. Code Ann. 43-13-201. Violations of the Act are both civil and criminal offenses and are punishable by imprisonment and significant monetary penalties.

***New Jersey: (applicable to Hahnemann University Facility and St. Christopher's Facility for Children)***

New Jersey has a False Claims Act that prohibits conduct similar to that addressed under the federal FCA. The False Claims Act prohibits the submission of false or fraudulent claims to any State agency. Either a private person (as a qui tam plaintiff) or the Attorney General may bring an action for a violation of the Act. The Attorney General may elect to intervene in or, in some cases, take over a private individual's qui tam action. If the Attorney General intervenes and prevails in an action brought by a person under the Act, the qui tam plaintiff may be entitled to receive a portion of the proceeds of the action. The Act also affords protection from retaliation for people who file qui tam lawsuits pursuant to the Act. It states that any employee who is discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against in the terms and conditions of employment because of lawful action taken in furtherance of a qui tam action is entitled to recover damages. He or she is entitled to "all relief necessary to make the employee whole," including reinstatement with the same seniority status, twice the amount of back pay (plus interest), and compensation for any other damages the employee suffered as a result of the discrimination. The employee also can be awarded litigation costs and reasonable attorneys' fees.

New Jersey also enacted the Medical Assistance and Health Services Act, which specifically addresses fraud in the context of its Medicaid program. Liability may attach for knowingly and willfully submitting a false claim to the Medical Assistance program, for making false statements in order to obtain Medicaid benefits or payments, or for concealing or failing to disclose information that would affect a person's continued right to receive benefits or payments, among other things. Violations of the Act can lead to civil money penalties and criminal penalties. There are no qui tam provisions relating to this Act.

## Employee Handbook Acknowledgement

I acknowledge that I have accessed and reviewed an electronic copy of the Handbook. I have also received information about how to access an electronic copy of the Handbook via the Company's intranet. I understand that I may print all or parts of the Handbook for my use and I may also receive a hard copy of the Handbook from Human Resources. I further understand that the Handbook contains important information about the Company's general personnel policies and about my privileges and obligations as an employee. I further understand and acknowledge that I am governed by the contents of the Employee Handbook (to the extent that they are not inconsistent with any collective bargaining agreement that may otherwise govern my employment) and that I am expected to read, understand, familiarize myself with and comply with the policies contained in it.

I also understand that the Company may change, rescind or add to any of the policies, benefits or practices described in the Employee Handbook, except the employment-at-will policy, in its sole and absolute discretion, with or without prior notice. I also understand that the Company will advise employees from time to time of material changes to the policies, benefits or practices described in the Employee Handbook.

Furthermore, I understand, acknowledge and agree that the Employee Handbook is not a contract of employment, that my employment with the Company is not for a specified term and that employment with the Company is at the mutual consent of the employee and the Company. Therefore, I hereby acknowledge that either I or the Company can terminate my employment relationship at will, with or without cause or notice, except to the extent that any applicable collective bargaining agreement provides otherwise.

**YOU WILL ELECTRONICALLY SIGN AND DATE VIA THE REDCARPET TASK**

---

**Employee Signature**

**Date**

---

**Employee Name (please print)**

A copy of the Employee Handbook can be found in the Document Library or on iCon.