

## **Premium Health Care**

# Premium Health Care Employee Handbook March 7<sup>th</sup>, 2024

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## **Core Policies**

#### 1.0 Welcome

#### 1.1 A Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with Premium Health Care will be rewarding and challenging. We take pride in our employees as well as in the products and services we provide.

The company complies with all federal and state employment laws, and this handbook generally reflects those laws. The company also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all employees.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The company reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the workplace.

If you have questions about your employment or any provisions in this handbook, contact the Human Resources Department or Sabrina Vasquez, Senior Director of Clinical Operations.

We wish you success in your employment here at Premium Health Care! All

the best.

Keila Hoover, M.D. Founder & CEO Premium Healthcare

#### 1.2 At-Will Employment

Your employment with Premium Health Care is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave Premium Health Care at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Premium Health Care document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the Owner of the Company has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the Owner, Keila Hoover MD.

If a written contract between you and the Company is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

## 2.0 Introductory Language and Policies

## 2.1 About the Company

Premium Health Care Medical Center is composed of skilled, highly trained medical professionals committed to addressing the diverse health needs and issues of our South Florida communities. As a dedicated medical center, we strive to provide our patients with unparalleled care that they won't be able to find anywhere else. On our journey to deliver on our promise we continue to innovate the medical industry and pioneer new life saving treatments throughout South Florida.

Similarly, we expect employees to provide the best patient care and services at all times.

#### 2.2 Company Facilities

Premium Health Care is rapidly expanding into other locations, our active and upcoming facilities are below:

#### Premium Health Care - Beacon Main Building

2400 SW 69th AVE.

Miami, FL 33155

#### Premium Healthcare Retail & Compounding Pharmacy

2400 SW 69th AVE. Suite 120

Miami, FL 33155

#### Premium Health Care Tower - Multispecialty Building

6850 Coral Way. Suite 200-300

Miami, FL 33155

### Premium Health Care - Kendale Lakes Office

13353 SW 42nd ST.

Miami, FL 33175

#### Premium Health Care - Sunset Office

6963 SW 117th AVE.

Miami, FL 33183

#### Premium Health Care - Miami Lakes Office

14505 Commerce Way. Suite 800

Miami Lakes, FL 33016

#### **Premium Health Care Plus Senior Medical Center**

9750 SW 26th AVE.

Miami, FL 33165

#### Miami Sunset Surgery Center

7190 SW 87th AVE. Unit 403

Miami, FL 33173

#### **Premium Dental Care**

6850 Coral Way. Suite 500A

Miami, FL 33155

#### PET CT & MRI of Miami - Diagnostic Center

12905 SW 42nd ST. Suite 106

Miami, FL 33175

#### 2.3 Ethics Code

Premium Health Care will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the company.

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

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

#### 2.4 Mission Statement

**Premium Healthcare Medical Center** is composed of skilled, highly trained medical professionals committed to addressing the diverse health needs and issues of Florida. As a dedicated medical center, we strive to provide our patients with unparalleled care that they won't be able to find anywhere else. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment.

We dedicate ourselves to providing the highest quality healthcare to the communities we are a part of.

In the ever-so growing world of healthcare, we have made it our priority to stay in line with every advancement that will provide patients with immediate access to potentially life-saving treatments and medications.

With that in mind, our Premium Healthcare team continues to expand our medical centers throughout South Florida to bring advanced high-quality healthcare to all.

We have included top quality medical practitioners that are leaders in their fields of study, from pediatrics and cardiology to allergy, asthma, and pharmaceutical specialists.

In Our effort to become the leader in advanced healthcare throughout South Florida, we encourage everyone looking to experience better health and a higher quality of life to explore the **services** our company has to offer.

#### 2.5 Revisions to Handbook

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Premium Health Care policies and procedures. The handbook is not a contract. The company reserves the right to revise, add, or delete from this handbook as we determine it to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

## 3.0 Hiring and Orientation Policies

#### 3.1 Conflicts of Interest

Premium Health Care is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the company, you must disclose it to your Manager. If an actual or potential conflict of interest is determined to exist, the company will take such steps as it deems necessary to reduce or eliminate this conflict.

Premium Health Care promotes employee referrals of qualified friends or family members to fill open positions as long as they do not report directly to each other.

Employees who have other employment simultaneously to their employment with Premium Health Care must ensure that there are no conflicts of interest nor schedule conflicts. Premium Health care does not guarantee accommodations for other

employment.

#### 3.2 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with Premium Health Care. If you are currently employed and have not complied with this requirement or if your status has changed, inform your manager.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the company.

#### 3.3 Employment of Relatives and Friends

We will not employ friends or relatives in circumstances where actual or potential conflicts may arise that could compromise supervision, safety, confidentiality, security, and morale at Premium Health Care. It is your obligation to inform the company of any such potential conflict so the company can determine how best to respond to the particular situation. As a general rule the company will not hire family members that report directly to each other.

#### 3.4 Job Descriptions

Premium Health Care attempts to maintain a job description for each position. If you do not have a current copy of your job description, you should request one from your manager.

Job descriptions prepared by the company serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, the company may have to revise, add to, or delete from your job duties per business needs. On occasion, the company may need to revise job descriptions with or without advance notice to employees.

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

#### 3.5 New Hires and Introductory Periods

The first 90 days of your employment is considered an introductory period. During this period, you will become familiar with Premium Health Care and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the employment relationship.

## 4.0 Wage and Hour Policies

#### 4.1 Attendance

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your Manager and the Human Resources Department. You may be required to provide documentation of any medical or other excuse for being absent or late were permitted by applicable law.

Premium Healthcare reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences that were permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

#### 4.2 Direct Deposit

Premium Health Care encourages all employees to enroll in direct deposit. If you would like to take advantage of direct

deposit, ask [[appropriate person or department]] for an application form. Typically, the bank will begin the direct deposit of your payroll within 30 calendar days after you submit your completed application.

If you have selected the direct deposit payroll service, a written explanation of your deductions will be provided to you on paydays in lieu of a check.

#### 4.3 Employment Classifications

The Company designates all employees as either exempt or nonexempt in compliance with applicable federal, state, and local law:

- Exempt Employees. Exempt employees are generally paid a fixed salary and are not entitled to overtime pay.
- Nonexempt Employees. Nonexempt employees are entitled to minimum wage and overtime pay.

The Company also assigns each employee to one of the following categories:

- Regular Full-Time Employees. Regular full-time employees are normally scheduled to work at least [[X]] hours per workweek, except for approved time off. [[Full-time employees are eligible for most Company benefits.]]
- **Regular Part-Time Employees.** Regular part-time employees are normally scheduled to work [[X]] hours or less per workweek. [[Part-time employees are not eligible for most Company benefits.]]
- [[Temporary/Seasonal Employees. Temporary employees are generally hired on a temporary or project-specific basis, with either full- or part-time hours. Seasonal employees are hired on a temporary basis during a time of year when extra work is available. Temporary/seasonal employees are not eligible for most Company benefits.]]

You will be informed of your classification, status, and responsibilities at the time of hire and at any time your classification, status, or responsibilities change. If you have a question regarding this information, contact [[appropriate person or department]]. These classifications do not alter your employment at-will status.

#### 4.4 Job Abandonment

If you fail to show up for work or fail to call in with an acceptable reason for the absence for a period of three consecutive days, you will be considered to have abandoned your job and voluntarily resigned from Premium Healthcare.

#### 4.5 Paycheck Deductions

Premium Healthcare is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt employees may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Your deductions will be reflected in your wage statement. If you have any questions about deductions from your pay, contact your manager or the Human Resources Manager.

The company will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any discrepancies to your manager.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

The company will not retaliate against employees who report erroneous deductions in accordance with this policy.

#### 4.6 Posting of Work Schedules

Premium Healthcare Work Schedules:

All Premium Health Care employees will be given a tentative schedule upon a job offer. Due to the operation hours of Premium Health Care we will tailor the individual employee hours to the company's needs to ensure adequate coverage throughout the entire organization. If you require special scheduled accommodation this should be discussed either with the hiring manager at the time of your hire or with your department manager if the change is to occur after hire. A change in schedule cannot always be guaranteed, therefore you should request it as soon as you know of your need for a schedule change, minimum 2 weeks. Premium Health Care operation hours are:

Monday: 8AM-8PM

Tuesday: 8AM-8PM

Wednesday: 8AM-8PM

Thursday: 8AM-8PM

Friday: 8AM-8PM

Saturday: 8AM-12PM

Sunday: CLOSED

#### 4.7 Recording Time

Premium Health Care is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the Premium Health Care has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using company timecards/time sheets/punch clock/timekeeping application/other. Exempt employees may also be required to track days or time worked. Speak with your supervisor for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked and must follow established company procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

If you are required to clock in, you should clock in no more than five minutes before the time you actually start working and clock out no later than five minutes after you actually stop working.

Notify your MANAGER-SUPERVISOR or appropriate department of any pay discrepancies, unrecorded or mis recorded work hours, or any involuntarily missed meal or break periods.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to appropriate department any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

## 5.0 Performance, Discipline, Layoff, and Termination

#### 5.1 Criminal Activity/Arrests

Premium Health Care will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the company, whether on or off company property, may result in disciplinary action including suspension or termination of employment.

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

#### 5.2 Open Door/Conflict Resolution Process

Premium Health Care strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the workplace to the attention of your supervisor and, if necessary, to Human Resources or upper-level management. To help manage conflict resolution we have instituted the following problem-solving procedure:

If you believe there is inappropriate conduct or activity on the part of the company, management, its employees, vendors, customers, or any other persons or entities related to the company, bring your concerns to the attention of your supervisor at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate supervisor. If you have already brought this matter to the attention of your supervisor before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to Human Resources or upper-level management. Describe the problem, those people involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

#### 5.3 Outside Employment

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at Premium Health Care is prohibited. The company recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the company should be reported to your supervisor. Failure to adhere to this policy may result in discipline up to and including termination.

#### 5.4 Performance Improvement

Premium Health Care will make efforts to periodically review your work performance. The performance improvement process will take place annually, or as business needs dictate. You may specifically request that your supervisor assist you in developing a performance improvement plan at any time.

The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors, only one of which is job performance.

#### 5.5 Post-Employment References

Premium Health Care policy is to confirm dates of employment and job title only. With written authorization, the company will confirm compensation. Forward any requests for employment verification to Human Resources or appropriate department.

#### 5.6 Resignation Policy

Premium Health Care hopes that your employment with the company will be a mutually rewarding experience; however, the company acknowledges that varying circumstances can cause you to resign from employment. The company intends to handle any resignation in a professional manner with minimal disruption to the workplace.

#### **Notice**

Premium Health Care requests that you provide a minimum of two weeks' notice of your resignation. Provide a written resignation letter to your manager. If you provide less notice than requested, the company may deem you to be ineligible for rehire, depending on the circumstances of the notice given.

The company reserves the right to provide you with pay in lieu of notice in situations where job or business needs warrant.

#### Final Pay

The company will pay separated employees in accordance with applicable laws and other sections of this handbook.

Notify the company if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

#### Return of Property

Return all Premium Health Care property at the time of separation, including uniforms, cellphones, keys, tools, laptops, credit cards, and identification cards. Failure to return some items may result in deductions from your final paycheck where state law allows. In some circumstances, the company may pursue criminal charges for failure to return company property.

#### 5.7 Standards of Conduct

Premium Health Care wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on company property (including in company vehicles), or on company business.
- Inaccurate reporting of the hours worked by you or any other employees.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the company or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying company property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of Premium Health Care trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- · Excessive tardiness or absences.
- Smoking in Non designated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on company premises during working hours.
- Failure to dress according to company policy.

- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this company.
- · Gambling on company premises.
- Lending keys or keycards to company property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

#### 5.8 Transfers

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

#### 6.0 General Policies

#### 6.1 Authorization for Use of Personal Vehicle

All employees} required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license, acceptable driving record, and appropriate insurance coverage. Premium Health Care may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license and insurance coverage for your personnel file. Any changes in your driving record, including, but not limited to, driving infractions or changes to your insurance policy, must be reported to the company.

If you use your personal vehicle in the course and scope of employment, you may not operate such vehicle while:

- 1. Under the influence of drugs, alcohol, or any other substance that might impair your judgment or ability to drive; or
- 2. Texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

#### 6.2 Computer Security and Copying of Software

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

All software acquired for or on behalf of the company or developed by the company or an employee of the company or contract personnel on behalf of the company, is and will be deemed Premium Health Care property. It is the policy of the company to respect all computer software rights and to adhere to the terms of all software licenses to which the company is a party. The Information Systems Manager is responsible for enforcing these guidelines.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the company to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain your manager's approval. All software acquired by the company must be purchased through Information Systems or appropriate department.

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

#### 6.3 Employer-Provided Cell Phones/Mobile Devices

Premium Health Care may issue certain employees a company cell phone/mobile device for work-related communications

and/or operations. If you drive a vehicle during your employment, you may not use any cell phone/mobile device or other communication device while driving unless the device is equipped or configured with a "hands-free" listening/speaking option, and you in fact utilize the hands-free device.

We understand that you may use the cell phone/mobile device for personal use; however, such personal use should not exceed the plan allowance. When the cell phone/mobile device is used for personal reasons and the activity results in additional cost to the company, you are responsible for the cost of that usage, including all applicable taxes unless prohibited by law.

The company owns and remains entitled to all cell phone/mobile devices issued to employees, including all passwords controlling access to them.

You may not change those passwords except with permission. At the time of employment termination, all such equipment and passwords must be returned to the company in operable condition.

Violation of this policy may result in discipline, up to and including termination of employment.

#### 6.4 Non solicitation/Non distribution Policy

To avoid disruption of business operations or disturbance of employees, visitors, and others, Premium Health Care has implemented a Non solicitation/Non distribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Non solicitation/Non distribution Policy.

You are prohibited from soliciting other employees during your assigned working time. For this purpose, working time means time during which either you or the employee who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other employee(s) are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunch rooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and Non harassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to your manager immediately.

#### 6.5 Off-Duty Use of Employer Property or Premises

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

It is company policy to control off duty and nonworking hour use of company facilities either for business or personal reasons. You are prohibited from using company facilities during off duty or nonworking hours without the written consent of your manager/supervisor. If you use company facilities during your off-duty hours or company off-hours, you may be required to sign a log-in and log-out sheet maintained by the company or building manager.

#### 6.6 Personal Appearance

Your personal appearance reflects the reputation, integrity, and public image of Premium Health Care. All employees, hourly or salaried, are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean uniforms, good grooming and personal hygiene, and appropriate uniform attire for the workplace and the work being performed. This includes wearing uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work. To this end Premium Health Care will issue vouchers for newly hired employees to pick out to sets of uniforms at the vendor assigned by the company. If the employee leaves the employment of Premium Health care before the completion of 90 days (probationary period), the full cost of the uniforms will be deducted from the employees' final check.

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

Premium Health Care, in accordance with applicable laws, will reasonably accommodate any employee with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the company or other employees. Contact your manager or the Human Resources Department to request reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment. Our official grooming and dress code policy is as follows:

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**EMPLOYEE GROOMING and DRESS CODE Policy: **
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#### **Dress Code Basics**

Regardless of whether you are a receptionist, a doctor or a technician, your choice of clothing must be appropriate for the workplace. Employees must wear identification badges at all times, in a visible place.

**Medical Uniforms:** If the employee is a technician or doctor, he/she must wear the appropriate medical coat or scrubs. Premium Health Care will provide uniforms required for your specific position.

**Footwear:** Wearing the correct shoes in the workplace is also a matter of safety. While working in our medical offices, **open-toed shoes are not permitted**.

**Accessories and Grooming:** Employees should wear as few accessories as possible. Earrings, necklaces, bracelets, and other piercings may impede the employee's work or catch on to a patient or equipment.

If the employee has a tattoo in a visible area, such as the arm, he/she must cover it by wearing long sleeves. Men and women must **be neat at all times**.

All employees should have short, neutral colored, and neatly groomed nails. Long nails may interfere in patient care.

Women should wear neutral colors of makeup and minimize or completely avoid using perfume, as some patients may be allergic.

#### 6.7 Personal Cell Phone/Mobile Device Use

While Premium Health Care permits employees to bring personal cell phones and other mobile devices (i.e. smart phones, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity.

Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Premium Health Care property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with Premium Health care policies regarding the protection of confidential and proprietary information when using personal devices.

While operating a vehicle on work time, the company requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

You may/may not connect your personal device to the company network or to {any company equipment (computers, printers, etc.).

You may have the opportunity to use your personal devices for work purposes. Before using a personal device for work-related purposes, you must obtain written authorization from IT, management, Human Resources, etc. The use of personal devices is limited to certain employees and may be limited based on compatibility of technology. To ensure the security of Premium Health Care information, based on the estimated use of the device. upon termination of employment whether voluntary or involuntary. Premium Health Care will delete all company information on personal devices. If you are authorized to use a personal device, you will receive a monthly stipend based on the estimated use of the device. If you obtain or currently have a plan that exceeds the monthly stipend, the company will not be liable for the cost difference.

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

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

#### 6.8 Personal Data Changes

It is your obligation to provide Premium Health Care with your current contact information, including current mailing address and telephone number. Inform the company's Human Resources department of any changes to your marital or tax withholding status or any changes to your banking information if you receive your pay checks via direct deposit. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact Payroll or the Human Resources department, or person.

#### 6.9 Security

All employees are responsible for helping to make Premium Health Care a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your manager or the Human Resources Department immediately. Refrain from discussing specifics regarding Premium Health Care security systems, alarms, passwords, etc. with those outside of the company.

Immediately advise your manager of any known or potential security risks and/or suspicious conduct of any co-worker, customers, or guests of the company. Safety and security is the responsibility of all of us and we rely on you to help us keep our premises secure.

#### 6.10 Social Media

At Premium Health Care, we recognize that the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain

risks and carries with it certain responsibilities. To minimize risks to the company, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all employees and employed contractors who work for the company.

#### Guidelines

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

Premium Health Cares' principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employees in general of Premium Health Care.

#### Know and Follow the Rules

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

#### Be Respectful

Premium Health Care cannot force or mandate respectful and courteous activity by its employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or Premium Health Care policy. Your personal posts and social media activity should not reflect upon or refer to Premium Health Care.

#### Maintain Accuracy and Confidentiality

When posting information:

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

#### Using Social Media at Work

The use of social media while on your work time is prohibited, unless it is work related as authorized by your manager or consistent with policies that cover equipment owned by Premium Health Care.

#### Media Contacts

If you are not authorized to speak on behalf of Premium Health Care, do not speak to the media on behalf of the company. Direct all media inquiries for official Premium Health Care responses to senior administration personnel.

#### Retaliation and Your Rights

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

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

#### 6.11 Telecommuting

Telecommuting is defined as regularly working a full or partial workday from home or some other alternate work site.

Premium Health Care will make telecommuting available to its employees when it benefits organizational and departmental needs. This option may not be available in some job classifications due to business needs. Each department manager will determine, in his or her discretion, the positions within the department that may be suitable for telecommuting.

If you meet eligibility requirements for telecommuting, you must submit a Telecommuting Agreement form to your immediate manager/supervisor for departmental approval. If you are granted a telecommuting arrangement, you will be subject to the same performance standards as prior to telecommuting. Telecommuting work areas may be evaluated to ensure that appropriate safety standards are met. Telecommuting may be a reasonable accommodation; consult Human Resources or appropriate department if you are requesting telecommuting as a reasonable accommodation.

#### 6.12 Third Party Disclosures

From time to time, Premium Health Care may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our staff to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of Premium Health Care and should refer any call requesting the position of the company to the owner or Regional Manager directly. If you have any questions about this policy or are not certain what to do when such a contact is made, contact your department manager or our Regional Manager.

#### 6.13 Use of Company Technology

This policy is intended to provide Premium Health Care employees with the guidelines associated with the use of company information technology (IT) resources and communications systems.

This policy governs the use of all IT resources and communications systems owned by or available at Premium Health Care, and all use of such resources and systems when accessed using your own devices, including but not limited to:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
- Printers, photocopiers, and scanners.
- Fax machines, e-fax systems, and modems.
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.

#### General Provisions

Premium Health Care IT resources and communications systems are to be used for business purposes only unless otherwise permitted under applicable law.

All content maintained in Premium Health Care IT resources and communications systems are the property of the company. Therefore, all employees should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on Premium Health Care electronic information and communications systems.

The company reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over Premium Health Care IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that the company will exercise this right periodically, without prior notice and without prior consent.

The interests of Premium Health Care in monitoring and intercepting data include, but are not limited to: protection of company trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.

You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on Premium Health Care IT resources and communications systems.

Do not use Premium Health Care IT resources and communications systems for any matter that you would like to be kept private or confidential.

#### **Violations**

If you violate this policy, you will be subject to corrective action, up to and including termination of employment. If necessary, Premium Health Care will also advise law enforcement officials of any illegal conduct.

#### 6.14 Workplace Privacy and Right to Inspect

Premium Health Care property, including but not limited to lockers, phones, computers, tablets, desks, workplace areas, vehicles, or machinery, remains under the control of the company and is subject to inspection at any time, without notice to any employee, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on company premises including that kept in lockers and desks.

#### 7.0 Benefits

#### 7.1 Bereavement Leave

Premium Health Care recognizes the importance of taking leave when there is a death in the family. Where bereavement leave is not required by law, the company will provide bereavement leave as follows:

All employees are eligible for 1 day of paid bereavement leave for the death of an immediate family member.

For purposes of this policy, *immediate family member* includes the following and applies both to the family of the employee and the employee's spouse: Children, spouse, and parents.

You must provide notice of your need for bereavement leave as far in advance as possible. The Company will require documentation supporting your need for bereavement leave.

#### 7.2 Continuing Education and Tuition Assistance

#### 7.14 Tuition Reimbursement

As of 4/1/2022 Premium Health Care will reimburse regular, full-time employees, (who have been employed 90 days or more), are eligible to receive up to \$1200.00 per year payable at a maximum amount of \$400.00 per semester for courses that are related to the healthcare positions offered at Premium Healthcare. Payments will be issued after the completion of each semester and the employee must have an average grade of C and above grade. For additional information regarding this benefit, please contact our Regional Manager or our Human Resources Manager.

#### 7.3 Holidays

Premium Health Care offers the following paid holidays each year:

New Year's Day

Independence Day (July 4th)

Thanksgiving Day

Christmas Day

You will be compensated for holidays in accordance with federal and state law.

#### 7.4 Military Leave (USERRA)

Premium Health Care complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to your Supervisor or appropriate department. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your manager/supervisor of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact your Supervisor or appropriate department.

#### 7.5 Paid Time Off (PTO)

Premium Health Care provides employees with paid time off (PTO). PTO may be used for vacation, sick time, or other personal matters.

#### **Eligibility**

All full-time, non-exempt employees are eligible to receive PTO. Immediately upon hire non-exempt employees will begin to accrue PTO at a rate of 2.15 hours per pay period. Upon completion of the introductory period/after completing 90 days of employment non-exempt employees are eligible to start using accrued PTO.

All full-time, exempt employees are eligible to start accruing PTO after the first pay period worked. Exempt employees will accrue 3.05 hours per pay period. Upon completion of the first pay period exempt employees are eligible to start using accrued PTO.

#### Deposits Into Your Leave Account

PTO is calculated according to pay periods.

#### Leave Usage and Requests for Leave

Company encourages you to use your PTO time. You are eligible to begin using PTO immediately upon hire/upon completion of your introductory period after 90 days of employment.

You must request PTO from your Supervisor as far in advance as possible, but at least 15 days in advance. The Company will generally grant requests for PTO when possible, taking business needs into consideration. When multiple employees request the same time off, their length of employment/seniority may determine priority in scheduling PTO times. You must take PTO in increments of at least 8 of hours/days.

#### During a Leave of Absence

Premium Health Care may require you to use any unused PTO during disability or family medical leave, or any other leave of absence, where permissible under local, state, and federal law.

You will not accrue PTO during unpaid leaves of absence, or other periods of inactive service, unless PTO accrual is required by applicable federal, state, or local law.

#### Separation of Employment

Upon separation of employment for any reason, you will forfeit any earned but unused PTO .

#### 7.6 Personal Leave of Absence

Premium Health Care recognizes that you may need time off from work in special circumstances that other leave policies may not address. In such cases, you may request a personal leave of absence.

#### **Eligibility**

All full-time employees employed for at least 90 days are eligible to apply for an unpaid personal leave of absence.

#### Requesting Leave

Requests for unpaid personal leave must be submitted to your supervisor in writing at least 15 days in advance where practical. In emergency situations, written notice must be provided as soon as possible. The request should include the reason for the leave as well as the dates you expect to begin and end the leave.

Job performance, absenteeism, and departmental requirements will be taken into consideration before a request is approved. Requests for unpaid personal leave may be denied or granted for any reason and are within the sole discretion of the company.

Employees will be required to use all available paid leave balances prior to taking an unpaid personal leave of absence.

PTO, seniority, or other benefits will not accrue during an unpaid personal leave of absence. Holidays that occur during an unpaid personal leave of absence will not be paid.

If you are granted a personal leave of absence, reinstatement of your position or any position is not guaranteed.

#### **Extension of Leave**

You are required to return from unpaid personal leave on the originally scheduled return date. If you are unable to return,

you must request an extension of the leave in writing at least 10 days in advance of the return date. Leave extensions will be considered on a case-by-case basis. If the company denies the extension request, you must return to work on the originally scheduled return date or be considered to have voluntarily resigned from your employment.

#### Return to Work

In advance of your scheduled return date, your supervisor or appropriate department manager will arrange for you to resume your previous position, if available. However, the companies need to fill a position may override the ability to hold a position open until your return. Therefore, we cannot assure our ability to reinstate you to any position after your leave. The company retains the discretion to determine the similarity of any available positions and your qualifications. If we are unable to reinstate you or you refuse the offer of reinstatement to a different position, your leave status will be changed to a voluntary termination.

#### Failure to Return from Leave

If you fail to return to work after an unpaid leave of absence, you will be considered to have resigned your employment.

#### Alternative Employment

While on an unpaid leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the company. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

#### 7.7 Sick Pay

Premium Health Care allows its regular full-time employees who have completed their introductory period the use of accrued PTO for sick pay. Notify your supervisor as far in advance as possible if you are going to take sick time off. There may be occasions, such as sudden illness, when you cannot notify your supervisor in advance. In those situations, provide notification of your circumstances as soon as possible. Once you have passed your probationary period, you receive 5 days of unpaid sick leave each year. For any additional sick days, you may also be requested to provide a certificate of illness to your supervisor.

You may use PTO benefits for dental or doctor visits or to care for immediate family members who are sick.

#### 7.8 Unemployment Compensation Insurance

Unemployment compensation insurance is paid for by Premium Health Care and provides temporary income for employees who have lost their job under certain circumstances. The State of Florida DEO will determine your eligibility for unemployment compensation. The determination will depend, in part, by the reasons for your separation from the Company.

#### 7.9 Workers' Compensation Insurance

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

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

#### 7.10 Maternity Leave Policy

At Premium Health Care, we value supporting employees during significant life events like the arrival of a new child. Our maternity leave policy aims to offer adequate time off for expectant mothers while ensuring business continuity. Eligibility: All employees who have completed 90 days with the company are eligible for maternity leave. Duration:

- Providers and administration staff: Get up to 3 months off, with 2 weeks of paid leave.
- General employees: Three months of unpaid leave.

#### Leave Procedure:

- 1. Notification: Employees must inform their supervisor and HR department promptly upon pregnancy confirmation, providing the expected due date and intended start date for leave and return to work.
- 2. Documentation: Medical documentation confirming the pregnancy and due date must be submitted to HR within 90 days.
- 3. Planning: Employees should collaborate with supervisors to plan task distribution during their absence.
- 4. Leave Commencement: Maternity leave can begin up to 2 weeks before the expected due date.
- 5. Returning to Work: Employees should provide at least 4 weeks' notice of return to facilitate a smooth transition. Benefits:
- Paid Leave: Providers and administration staff receive a regular salary for the two-week paid leave period. Policy Review: The maternity leave policy will be periodically reviewed for effectiveness and compliance, with updates communicated to all employees promptly.

Conclusion: Premium Health Care is committed to supporting employees through life's milestones, including parenthood. Our maternity leave policy reflects this commitment, providing essential support for expectant mothers to balance personal and professional responsibilities.

## 8.0 Safety and Loss Prevention

#### 8.1 Business Closure and Emergencies

Premium Health Care recognizes that inclement weather and other emergencies may affect your ability to get to work. In such situations, your safety is paramount.

#### Company Closure

Examples of emergencies when the company may close include, but are not limited to, power outage, hurricanes, heavy storms, construction activities, etc.

#### **Notification**

In an emergency, the company will make every effort to notify you of the closing by phone/email/website/etc. These notification efforts assume that you have access to electricity and internet and/or phone service. The company may also activate an employee call in line to advise of it's employees of emergency closures.

When the company is unable to notify you of the closure, use common sense to assess the safety and practicality of the situation. In a regional power outage, *for example*, the company is likely to have no power. If there is reported flash flooding in your area, report to work only if you can make it safely.

#### Partial-Day Closure

If an emergency event such as inclement weather or a power outage occurs, the company may decide to close mid-day. When the company closes mid-day, you will be instructed to leave immediately so that the conditions do not further deteriorate and affect your ability to travel safely.

If you are exempt and are working at home with prior permission, or at the office on the day of the partial day closure, you will be paid your normal salary for the week. If you are nonexempt, you will be paid for the hours you worked, unless state law dictates otherwise.

#### Notified of Closure Prior to Reporting to Work

If you are nonexempt and are notified of a closure prior to reporting to work, you will not be paid during the closure, unless state law dictates otherwise. You may use any accrued PTO available to you.

If you are exempt, you will be paid your normal salary up to one week.

#### **Extending Leave**

When the company closure ends, you are expected to report to work. Contact your manager/supervisor if you cannot return to work at the end of the closure. The company recognizes that you may need additional time off to repair extensive home damage or for other emergency situations. These will be assessed on a case-by-case basis.

#### If You Cannot Get to Work

Unique circumstances may affect your ability to come to work even when the company is able to remain open. The company recognizes that in a severe national or regional disaster, all methods of communication may be unavailable; however, you should continue to try and contact your manager/supervisor, by any method possible.

Time missed under circumstances where the company remains open and you are unable to report to work is to be used as PTO, or is unpaid.

#### 8.2 Drug and Alcohol Policy

Premium Health Care is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Company to maintain a drug and alcohol-free workplace. Being under the influence of

alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

#### **Prohibited Conduct**

The Company expressly prohibits employees from engaging in the following activities when they are on duty or conducting Company business or on Company premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Company does not discriminate against employees solely on the basis of their lawful offduty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the Company Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your Supervisor if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

From time to time, the Company may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.

#### **Violations**

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

#### 8.3 Drug-Free Workplace

#### **Drug-Free Workplace Act**

As a federal contractor, Premium Health Care must comply with the requirements of the Drug-Free Workplace Act of 1988, which is a part of Public Law 100-690, Anti-Drug Abuse Act of 1988. The federal Drug-Free Workplace Act of 1988 (§ 5152) covers grants and contracts for the procurement of any service with a value of \$25,000 or more.

To comply with the act, federal agency contractors and federal grant recipients must provide a drug-free workplace. These federal contractors and grant recipients will:

- Publish a statement prohibiting the unlawful manufacture, distribution, dispensation, possession, or use of illegal drugs in the workplace and specify the actions that will be taken against employees for violations.
- Distribute a copy of the policy statement to employees engaged in the performance of a federal grant or contract.
- Notify employees that compliance with the policy is a condition of employment on such grant or contract and that
  employees must abide by the terms of the policy statement. The policy statement includes the requirement that
  employees notify the Company of any criminal drug statute conviction for a violation occurring in the workplace no later
  than five days after such conviction.
- Notify the granting or contracting agency within 10 days after learning of a criminal drug statute conviction.
- Impose a sanction as required under this act on employees who are so convicted.
- Establish a program of drug-free awareness, informing employees about the organization's policy of maintaining a drug-free workplace, the penalties that may be imposed upon employees for drug-abuse violations, the dangers of

- drug abuse in the workplace, and any available drug counseling, rehabilitation, and assistance programs.
- Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

#### Americans with Disabilities Act

In addition to complying with the federal Drug-Free Workplace Act of 1988, the Company must comply with the requirements of the Americans with Disabilities Act of 1990 (ADA). Individuals who currently use drugs illegally are not individuals with disabilities protected under the ADA when an employer takes action because of their continued use of drugs. This includes people who use prescription drugs illegally as well as those who use illegal drugs. However, people who have been rehabilitated and do not currently use drugs illegally, or who are in the process of completing a rehabilitation program, may be protected by the ADA.

#### **Drug-Free Workplace Policy**

The Company, in compliance with the federal Drug-Free Workplace Act of 1988, has adopted the following policy that must be adhered to as a condition of employment:

- The unlawful use, possession, manufacture, dispensation, or distribution of controlled substances in all work locations is prohibited.
- Any employees convicted of a criminal drug statute violation occurring in the workplace must notify their Supervisor of
  the conviction within five days after the conviction. As required by the federal Drug-Free Workplace Act of 1988, the
  Company must inform contracting or granting agencies of such convictions within 10 days after receiving notification or
  otherwise receiving notice of a conviction.
- Upon receiving such notification, the Company, in conjunction with the location concerned, will take all steps necessary to assure the proper conduct of sponsored projects and programs. If a decision is reached to allow the affected individual to continue employment with the Company, the individual must participate in and satisfactorily complete an approved drug abuse assistance or rehabilitation program.

The Company will evaluate its obligations in accordance with state and other applicable laws where required, on a case by case basis.

#### 8.4 General Safety

It is the responsibility of all Premium Health Care employees to maintain a healthy and safe work environment, report any health or safety hazards, and follow the Company health and safety rules. Failure to do so may result in disciplinary action, up to and including termination of employment. The Company also requires that all occupational illnesses or injuries be reported to your Supervisor as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident.

#### 8.5 Workplace Violence

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

#### Zero Tolerance Policy

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

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

#### **Prohibited Conduct**

Prohibited conduct includes, but is not limited to:

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

#### Reporting Incidents of Violence

Report to your Supervisor or appropriate department, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

#### Violations

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

#### Retaliation

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

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

If you believe you have been wrongfully retaliated against, immediately report the matter to your Supervisor or appropriate department.

#### 9.0 Trade Secrets and Inventions

#### 9.1 Confidentiality and Nondisclosure of Trade Secrets

As a condition of employment, Premium Health Care employees are required to protect the confidentiality of Company trade secrets, proprietary information, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

If you have information that leads you to suspect that employees are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your Supervisor or appropriate department.

Violation of this policy may result in disciplinary action up to and including termination, and may subject the violator to civil liability.

#### 10.0 Customer Relations

#### 10.1 Customer, Client, and Visitor Relations

Premium Health Care strives to provide the best products and services possible to our customers and clients. Our customers and clients support this business and generate your wages. You are expected to treat every customer, client, or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful

manner towards a visitor or customer during your working time. If you are having problems with a customer, client, or visitor, notify your Supervisor immediately. If a customer, client, or visitor voices a suggestion, complaint, or concern regarding our products or services, inform your Supervisor or a member of management. Lastly, make every effort to be prompt in following up on customer, client, or visitor orders or questions. Positive customer, client, and visitor relations will go a long way to establishing our Company as a leader in its field.

#### 10.2 Products and Services Knowledge

As a representative of Premium Health Care, you are expected to be familiar with the products and services we offer. Take every opportunity to learn the interrelationship between your department or division and the others of the Company. We consider our employees to be the best reflection of our business brand and company success.

## Florida Policies

## **Hiring and Orientation Policies**

#### **Disability Accommodation**

Premium Health Care complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the Company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require accommodation because of your disability, it is your responsibility to notify your Supervisor. You may be asked to include relevant information such as:

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

After receiving your request, the Company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.

The Company encourages you to suggest specific reasonable accommodation that you believe would allow you to perform your job. However, the Company is not required to provide the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave were permitted by state and federal law.

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

#### **EEO Statement and Non harassment Policy**

#### Equal Opportunity Statement

Premium Health Care is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, race, national origin (including ancestry), disability, creed, religion, genetic information, HIV status, military or veteran status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination and all other terms conditions and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information

about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunities with your Supervisor or any other designated member of management.

#### Policy Against Workplace Harassment

Premium Health Care has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, race, national origin (including ancestry), disability, creed, religion, genetic information, HIV status, military or veteran status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

#### Sexual Harassment

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

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- · Lewd or derogatory comments or jokes;
- · Comments regarding sexual behavior or the body of another;
- · Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature:
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- · Any unwanted physical touching or assaults or blocking or impeding movements.

#### Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age (40 and older), sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, race, national origin (including ancestry), disability, creed, religion, genetic information, HIV status, military or veteran status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because
  of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on
  our premises, or circulated in the workplace; and

• A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

#### Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify [[name, title, phone number, email]] or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

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

#### **Religious Accommodation**

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

If you require religious accommodation, speak with your Supervisor or appropriate department.

## Wage and Hour Policies

#### **Meal and Rest Periods**

Premium Health Care strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Supervisor regarding procedures and schedules for rest and meal breaks. The Company requests that employees accurately observe and record meals and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Supervisor know; in addition, notify your Supervisor as soon as possible if you were unable to or prohibited from taking a meal or rest period.

#### **Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Supervisor.

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

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

#### **Pay Period**

At Premium Health Care, the standard pay period is biweekly for all employees. Pay dates are every other Monday. If a pay date falls on a holiday, you will be paid on the next day. Special provisions may be required from time to time if holidays fall on pay dates. Check with your Supervisor if this type of date arises.

Review your paycheck for accuracy. If you find an issue, report it to your Supervisor immediately.

## Performance, Discipline, Layoff, and Termination

#### **Disciplinary Process**

Violation of Premium Health Care policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "atwill" basis.

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

#### **Benefits**

#### **Jury Duty Leave**

Premium Health Care encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Supervisor as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

#### **Voting Leave**

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

## Safety and Loss Prevention

#### **Workplace Smoking**

Premium Health Care is concerned about the effect that smoking and secondhand smoke inhalation can have on its

employees and clients. Smoking in the office, client areas, and restrooms is prohibited.

# **Closing Statement**

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

Keila Ho	over.	M.	D.
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Founder & CEO

Premium Health Care

# **Acknowledgment of Receipt and Review**

By signing below, I acknowledge that I have received a copy of the Premium Health Care Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the President of the Company. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Company or affect the right of the Company to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Company representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Company representative) or a collective bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA). This handbook is not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law, or regulation. Furthermore, nothing in this handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), Securities and Exchange Commission (SEC), or any other federal, state, or local agency charged with the enforcement of any laws.

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Premium Health Care.

If I have any questions about the	content or interpretation of this handbook, I will contact Human Resources.	
Signature	Date	
Print Name		

- 02/11/2022 Version 1.0
- 03/31/2022 Version 1.1
- 04/25/2022 Version 1.2
- 03/14/2023 Version 1.3
- 10/24/2023 Version 1.4
- 03/07/2024 Version 1.5